

<i>SERFF Tracking Number:</i>	<i>BEAZ-125696019</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>BICI0059-AR(F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/BICI0059-AR(F)</i>		

Filing at a Glance

Company: Beazley Insurance Company, Inc.		
Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy	SERFF Tr Num: BEAZ-125696019	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.0019 Professional Errors & Omissions Liability	Co Tr Num: BICI0059-AR(F)	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts
	Authors: Nancy Wilson, Renata Wright, Laura Maragnano, Evelyn Perran, Monique Herold	Disposition Date: 09/02/2008
	Date Submitted: 06/27/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New):
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile:
Project Number: BICI0059-AR(F)	Domicile Status Comments: filing currently being reviewed
Reference Organization: n/a	Reference Number: n/a
Reference Title: n/a	Advisory Org. Circular: n/a
Filing Status Changed: 09/02/2008	
State Status Changed: 07/16/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

SERFF Tracking Number: BEAZ-125696019 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0059-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy
Project Name/Number: /BICI0059-AR(F)

See cover letter for filing information

Company and Contact

Filing Contact Information

Nancy Wilson, Sr. Compliance Analyst nancy.wilson@beazley.com
30 Batterson Park Road (860) 677-3743 [Phone]
Farmington, CT 06032 (860) 679-0247[FAX]

Filing Company Information

Beazley Insurance Company, Inc. CoCode: 37540 State of Domicile: Connecticut
30 Batterson Park Road Group Code: Company Type: Property and Casualty
Farmington, CT 06032 Group Name: N/A State ID Number:
(860) 677-3700 ext. [Phone] FEIN Number: 04-2656602

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Beazley Insurance Company, Inc.	\$50.00	06/27/2008	21120918

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/02/2008	09/02/2008
Approved	Edith Roberts	07/16/2008	07/16/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
General Liability Coverage Including Fire Legal Liability	Form	Renata Wright	08/08/2008	08/08/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
re-opened....	Note To Filer	Edith Roberts	08/08/2008	08/08/2008

SERFF Tracking Number: *BEAZ-125696019* *State:* *Arkansas*
Filing Company: *Beazley Insurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *BICI0059-AR(F)*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions Liability*
Product Name: *MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy*
Project Name/Number: */BICI0059-AR(F)*

Disposition

Disposition Date: 09/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	MPL Secure Filing Memorandum	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Declarations	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Application	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy General Liability Supplemental Application	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Network Security Supplemental Application	Approved	Yes
Form	Supplemental Application- Reliance on Another Carrier's Application	Approved	Yes
Form	Supplemental Application- Reliance on Another Carrier's Application and Applicant's Representations	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Add/Delete Endorsement	Approved	Yes
Form	Reliance on Another Insurance Company's Application	Approved	Yes
Form	Anti-Stacking Endorsement	Approved	Yes
Form	Amend Policy Number on Declarations Page	Approved	Yes
Form	War and Civil War Exclusion	Approved	Yes
Form	Terrorism Exclusion	Approved	Yes

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Form	Nuclear Exclusion	Approved	Yes
Form	Inconsistency Endorsement	Approved	Yes
Form	Shared Aggregate Limit of Liability (Multi Year Policies)	Approved	Yes
Form	Add/Delete Endorsement Without Additional Return Premium	Approved	Yes
Form	Mailing Address Endorsement	Approved	Yes
Form	Independent Contractor Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Amended Retroactive Dates For Excess Limits	Approved	Yes
Form	Copyright Coverage	Approved	Yes
Form	Exclusion For violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call Laws"	Approved	Yes
Form	Financial Consultants Exclusion	Approved	Yes
Form	Forensic Science and Expert Witness Services Endorsement	Approved	Yes
Form	Future Value Of Investments Exclusion	Approved	Yes
Form	Future Value of Real or Personal Property Exclusion	Approved	Yes
Form	Investment Advisors Exclusion	Approved	Yes
Form	Legal Services Exclusion	Approved	Yes
Form	Medical Malpractice Exclusion	Approved	Yes
Form	Medical Services Exclusion	Approved	Yes
Form	Notary Public Exclusion	Approved	Yes
Form	Optional Extension Period Options	Approved	Yes
Form	Printer's Exclusion	Approved	Yes
Form	Scheduled Claims Exclusion	Approved	Yes
Form	Exclude Claims and Wrongful Acts by Scheduled Person or Entity	Approved	Yes
Form	Scheduled Professional Services Exclusion	Approved	Yes

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

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Company Tracking Number: BICI0059-AR(F)

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Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Form	Separate Retroactive Date Endorsement For Specific Professional Services	Approved	Yes
Form	Specified Services Exclusions	Approved	Yes
Form	Temporary Services Endorsement With Temporary Employee Coverage	Approved	Yes
Form	Temporary Services Endorsement With Temporary Employee Exclusion	Approved	Yes
Form	Third Party Administrator Exclusion	Approved	Yes
Form	Title and Escrow Operations Endorsement	Approved	Yes
Form	Trustee Endorsement	Approved	Yes
Form	Third Party Administrator Services Exclusion	Approved	Yes
Form	Commingling Exclusion	Approved	Yes
Form	Delete Insuring Clause C.	Approved	Yes
Form	Delete Insuring Clause B.	Approved	Yes
Form	Market Value Exclusion	Approved	Yes
Form	Failure to Maintain Insurance Exclusion	Approved	Yes
Form	Purchase of Optional Extension Period Endorsement	Approved	Yes
Form	Additional Defense Limits	Approved	Yes
Form (revised)	General Liability Coverage Including Fire Legal Liability	Withdrawn	Yes
Form	General Liability Coverage Including Fire Legal Liability	Withdrawn	Yes
Form	Two Year Policy Endorsement(Multi Aggregate Limit of Liability, Annual Installments)	Approved	Yes
Form	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments)	Approved	Yes
Form	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium)	Approved	Yes
Form	Multiyear Policy Endorsement (Multi	Approved	Yes

SERFF Tracking Number:	BEAZ-125696019	State:	Arkansas
Filing Company:	Beazley Insurance Company, Inc.	State Tracking Number:	EFT \$50
Company Tracking Number:	BICI0059-AR(F)		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0019 Professional Errors & Omissions Liability

Product Name:	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy
Project Name/Number:	/BICI0059-AR(F)

Aggregate Limit of Liability)

Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Addendum to Declarations	Approved	Yes
Form	Policyholder Notice - Arkansas	Approved	Yes
Form	Arkansas Consent Form	Approved	Yes

SERFF Tracking Number:	BEAZ-125696019	State:	Arkansas
Filing Company:	Beazley Insurance Company, Inc.	State Tracking Number:	EFT \$50
Company Tracking Number:	BICI0059-AR(F)		
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Product Name:	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy		
Project Name/Number:	/BICI0059-AR(F)		

Disposition

Disposition Date: 07/16/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	MPL Secure Filing Memorandum	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Declarations	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Application	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy General Liability Supplemental Application	Approved	Yes
Form	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Network Security Supplemental Application	Approved	Yes
Form	Supplemental Application- Reliance on Another Carrier's Application	Approved	Yes
Form	Supplemental Application- Reliance on Another Carrier's Application and Applicant's Representations	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Add/Delete Endorsement	Approved	Yes
Form	Reliance on Another Insurance Company's Application	Approved	Yes
Form	Anti-Stacking Endorsement	Approved	Yes
Form	Amend Policy Number on Declarations Page	Approved	Yes
Form	War and Civil War Exclusion	Approved	Yes
Form	Terrorism Exclusion	Approved	Yes

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

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Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Form	Nuclear Exclusion	Approved	Yes
Form	Inconsistency Endorsement	Approved	Yes
Form	Shared Aggregate Limit of Liability (Multi Year Policies)	Approved	Yes
Form	Add/Delete Endorsement Without Additional Return Premium	Approved	Yes
Form	Mailing Address Endorsement	Approved	Yes
Form	Independent Contractor Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Amended Retroactive Dates For Excess Limits	Approved	Yes
Form	Copyright Coverage	Approved	Yes
Form	Exclusion For violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call Laws"	Approved	Yes
Form	Financial Consultants Exclusion	Approved	Yes
Form	Forensic Science and Expert Witness Services Endorsement	Approved	Yes
Form	Future Value Of Investments Exclusion	Approved	Yes
Form	Future Value of Real or Personal Property Exclusion	Approved	Yes
Form	Investment Advisors Exclusion	Approved	Yes
Form	Legal Services Exclusion	Approved	Yes
Form	Medical Malpractice Exclusion	Approved	Yes
Form	Medical Services Exclusion	Approved	Yes
Form	Notary Public Exclusion	Approved	Yes
Form	Optional Extension Period Options	Approved	Yes
Form	Printer's Exclusion	Approved	Yes
Form	Scheduled Claims Exclusion	Approved	Yes
Form	Exclude Claims and Wrongful Acts by Scheduled Person or Entity	Approved	Yes
Form	Scheduled Professional Services Exclusion	Approved	Yes

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Form	Separate Retroactive Date Endorsement For Specific Professional Services	Approved	Yes
Form	Specified Services Exclusions	Approved	Yes
Form	Temporary Services Endorsement With Temporary Employee Coverage	Approved	Yes
Form	Temporary Services Endorsement With Temporary Employee Exclusion	Approved	Yes
Form	Third Party Administrator Exclusion	Approved	Yes
Form	Title and Escrow Operations Endorsement	Approved	Yes
Form	Trustee Endorsement	Approved	Yes
Form	Third Party Administrator Services Exclusion	Approved	Yes
Form	Commingling Exclusion	Approved	Yes
Form	Delete Insuring Clause C.	Approved	Yes
Form	Delete Insuring Clause B.	Approved	Yes
Form	Market Value Exclusion	Approved	Yes
Form	Failure to Maintain Insurance Exclusion	Approved	Yes
Form	Purchase of Optional Extension Period Endorsement	Approved	Yes
Form	Additional Defense Limits	Approved	Yes
Form (revised)	General Liability Coverage Including Fire Legal Liability	Withdrawn	Yes
Form	General Liability Coverage Including Fire Legal Liability	Withdrawn	Yes
Form	Two Year Policy Endorsement(Multi Aggregate Limit of Liability, Annual Installments)	Approved	Yes
Form	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments)	Approved	Yes
Form	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium)	Approved	Yes
Form	Multiyear Policy Endorsement (Multi	Approved	Yes

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Aggregate Limit of Liability)

Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Addendum to Declarations	Approved	Yes
Form	Policyholder Notice - Arkansas	Approved	Yes
Form	Arkansas Consent Form	Approved	Yes

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Amendment Letter

Amendment Date:
Submitted Date: 08/08/2008

Comments:

Dear Ms. Roberts:

Per our correspondence in regards to GL coverage, we hereby wish to withdraw form E00599 062008 ed. - General Liability Coverage including Fire Legal Liability from this filing.

Thank you for your continued review and assistance.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
General Liability Coverage Including Fire Legal Liability	E00599	062008 ed.	Endorsement/Amendment/Conditions	Withdrawn			0	

State: *Arkansas*

State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Note To Filer

Created By:

Edith Roberts on 08/08/2008 10:20 AM

Subject:

re-opened....

Comments:

per your request. Thanks.

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Declarations	F00057	052008 ed.	Declaration New s/Schedule		0.00	F00057 052008 ed.pdf
Approved	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy	F00058	052008 ed.	Policy/CoveNew rage Form		0.00	F00058 052008 ed.pdf
Approved	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Application	F00061	062008 ed.	Application/ New Binder/Enro llment		0.00	F00061 062008 ed.pdf
Approved	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy General Liability Supplemental Application	F00062	062008 ed.	Application/ New Binder/Enro llment		0.00	F00062 062008 ed.pdf
Approved	MPL Secure: Miscellaneous Professional and	F00063	062008 ed.	Application/ New Binder/Enro llment		0.00	F00063 062008 ed.pdf

SERFF Tracking Number: BEAZ-125696019 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0059-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

Network Security
Liability
Insurance Policy
Network Security
Supplemental
Application

Approved	Supplemental Application-Reliance on Another Carrier's Application	F00004	092007 ed.	Application/ New Binder/Enrollment	0.00	F00004 092007 ed..pdf
Approved	Supplemental Application-Reliance on Another Carrier's Application and Applicant's Representations	F00005	092007 ed.	Application/ New Binder/Enrollment	0.00	F00005 092007 ed..pdf
Approved	Cancellation Endorsement	BICMU0500	0905	Endorsement New nt/Amendment/Conditions	0.00	BICMU0500 0905.pdf
Approved	Add/Delete Endorsement	BICMU0501	0905	Endorsement New nt/Amendment/Conditions	0.00	BICMU0501 0905.pdf
Approved	Reliance on Another Insurance Company's Application	BICMU0502	1207	Endorsement New nt/Amendment/Conditions	0.00	BICMU0502 1207.pdf
Approved	Anti-Stacking Endorsement	BICMU0505	1205	Endorsement New nt/Amendment/Conditions	0.00	BICMU0505 1205.pdf
Approved	Amend Policy Number on	BICMU0506	0106	Endorsement New nt/Amendment	0.00	BICMU0506 0106.pdf

SERFF Tracking Number: BEAZ-125696019 State: Arkansas
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Company Tracking Number: BICI0059-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

	Declarations Page		ent/Condi ons		
Approved	War and Civil War Exclusion	BICMU05 0406 07	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMU0507 0406.pdf
Approved	Terrorism Exclusion	BICMU05 0406 08	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMU0508 0406.pdf
Approved	Nuclear Exclusion	BICMU05 0406 09	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMU0509 0406.pdf
Approved	Inconsistency Endorsement	BICMU05 0507 10	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMU0510 0507.pdf
Approved	Shared Aggregate Limit of Liability (Multi Year Policies)	BICMU05 0607 11	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMU0511 0607.pdf
Approved	Add/Delete Endorsement Without Additional Return Premium	E00303 022008 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00303 022008 ed..pdf
Approved	Mailing Address Endorsement	E00527 052008 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00527 052008 ed..pdf
Approved	Independent Contractor Endorsement	E00491 052008 ed.	Endorseme New nt/Amendm ent/Condi ons	0.00	E00491 052008 ed..pdf
Approved	Additional Insured	E00492 052008 ed.	Endorseme New nt/Amendm	0.00	E00492 052008

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Endorsement				ent/Condi tions		ed..pdf
Approved	Amended Retroactive Dates For Excess Limits	E00493	052008 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00493 052008 ed..pdf
Approved	Copyright Coverage	E00494	052008 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00494 052008 ed..pdf
Approved	Exclusion For violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call Laws"	E00495	052008 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00495 052008 ed..pdf
Approved	Financial Consultants Exclusion	E00496	052008 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00496 052008 ed..pdf
Approved	Forensic Science and Expert Witness Services Endorsement	E00497	052008 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00497 052008 ed..pdf
Approved	Future Value Of Investments Exclusion	E00498	052008 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00498 052008 ed..pdf
Approved	Future Value of Real or Personal Property Exclusion	E00499	052008 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00499 052008 ed..pdf
Approved	Investment Advisors Exclusion	E00500	052008 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00500 052008 ed..pdf

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

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ons						
Approved	Legal Services Exclusion	E00501	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00501 052008 ed..pdf
Approved	Medical Malpractice Exclusion	E00502	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00502 052008 ed..pdf
Approved	Medical Services Exclusion	E00503	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00503 052008 ed..pdf
Approved	Notary Public Exclusion	E00504	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00504 052008 ed..pdf
Approved	Optional Extension Period Options	E00506	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00506 052008 ed..pdf
Approved	Printer's Exclusion	E00507	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00507 052008 ed..pdf
Approved	Scheduled Claims Exclusion	E00508	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00508 052008 ed..pdf
Approved	Exclude Claims and Wrongful Acts by Scheduled Person or Entity	E00509	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00509 052008 ed..pdf
Approved	Scheduled Professional Services	E00510	052008 ed.	Endorsement/Amendment/Conditions	0.00	E00510 052008 ed..pdf

SERFF Tracking Number: BEAZ-125696019 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0059-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

	Exclusion			ons		
Approved	Separate Retroactive Date Endorsement For Specific Professional Services	E00511	052008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00511 052008 ed..pdf
Approved	Specified Services Exclusions	E00512	052008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00512 052008 ed..pdf
Approved	Temporary Services Endorsement With Temporary Employee Coverage	E00513	052008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00513 052008 ed..pdf
Approved	Temporary Services Endorsement With Temporary Employee Exclusion	E00514	052008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00514 052008 ed..pdf
Approved	Third Party Administrator Exclusion	E00515	052008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00515 052008 ed..pdf
Approved	Title and Escrow Operations Endorsement	E00516	052008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00516 052008 ed..pdf
Approved	Trustee Endorsement	E00517	052008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00517 052008 ed..pdf
Approved	Third Party Administrator	E00519	052008	Endorseme New nt/Amendm	0.00	E00519 052008

SERFF Tracking Number: BEAZ-125696019 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0059-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

	Services			ent/Condi		ed..pdf
	Exclusion			ons		
Approved	Commingling	E00520	052008	Endorseme New	0.00	E00520
	Exclusion		ed.	nt/Amendm		052008
				ent/Condi		ed..pdf
				ons		
Approved	Delete Insuring	E00521	052008	Endorseme New	0.00	E00521
	Clause C.		ed.	nt/Amendm		052008
				ent/Condi		ed..pdf
				ons		
Approved	Delete Insuring	E00522	052008	Endorseme New	0.00	E00522
	Clause B.		ed.	nt/Amendm		052008
				ent/Condi		ed..pdf
				ons		
Approved	Market Value	E00523	052008	Endorseme New	0.00	E00523
	Exclusion		ed.	nt/Amendm		052008
				ent/Condi		ed..pdf
				ons		
Approved	Failure to	E00524	052008	Endorseme New	0.00	E00524
	Maintain		ed.	nt/Amendm		052008
	Insurance			ent/Condi		ed..pdf
	Exclusion			ons		
Approved	Purchase of	E00575	062008	Endorseme New	0.00	E00575
	Optional		ed.	nt/Amendm		062008
	Extension Period			ent/Condi		ed..pdf
	Endorsement			ons		
Approved	Additional	E00598	062008	Endorseme New	0.00	E00598
	Defense Limits		ed.	nt/Amendm		062008
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				ons		
Withdrawn	General Liability	E00599	062008	Endorseme Withdrawn	Replaced Form #:0.00	
	Coverage		ed.	nt/Amendm		
	Including Fire			ent/Condi	Previous Filing #:	
	Legal Liability			ons		
Approved	Two Year Policy	E00600	062008	Endorseme New	0.00	E00600
	Endorsement(Mul		ed.	nt/Amendm		062008
	ti Aggregate Limit			ent/Condi		ed..pdf

SERFF Tracking Number: BEAZ-125696019 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0059-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy

Project Name/Number: /BICI0059-AR(F)

	of Liability, Annual Installments)		ons		
Approved	Three Year PolicyE00601 Endorsement (Multi Aggregate Limit of Liability, Annual Installments)	062008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00601 062008 ed..pdf
Approved	Three Year PolicyE00602 Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium)	062008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00602 062008 ed..pdf
Approved	Multiyear Policy E00603 Endorsement (Multi Aggregate Limit of Liability)	062008	Endorseme New nt/Amendm ent/Condi ons	0.00	E00603 062008 ed..pdf
Approved	Arkansas A00276A Amendatory R Endorsement	062008	Endorseme New nt/Amendm ent/Condi ons		A00276AR 062008 ed..pdf
Approved	Arkansas A00275A Addendum to R Declarations	062008	Declaration New s/Schedule		A00275AR 062008 ed..pdf
Approved	Policyholder BICMU00 Notice - Arkansas01	1106	Disclosure/ New Notice		BICMU0001 1106AR.pdf
Approved	Arkansas A00277A Consent Form R	062008	Disclosure/ New Notice		A00277AR 062008 ed..pdf

<BEAZLEY NAME LOGO>

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

DECLARATIONS

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY OPTIONAL EXTENSION PERIOD, IF PURCHASED. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE APPLIED TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT LIABLE FOR CLAIMS EXPENSES OR DAMAGES ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and Underwriters.

Underwriters: <Insurer Name>

Policy Number: <Policy Number>

Item 1. Named Insured:<Applicant Name1>

Address: <Applicant Address>

<Applicant City>, <Applicant State> <Applicant Zip>

Item 2. **Policy Period:**

From: <Effective Date>

To: <Expiration Date>

Both dates at 12.01am Local Time at the Principal Address stated in Item 1.

Item 3. Limit of Liability

(a) <Per_Claim_Limit> Each **Claim** – includes **Claims Expenses**

(b) <Aggregate_Limit> Aggregate for the **Policy Period** – includes **Claims Expenses**

Item 4. Deductible <Deductible_PerClaim> Each **Claim** Deductible – includes **Claims Expenses**

Item 5. Premium: <Inception Premium>

Item 6. Retroactive Date <Retroactive Date>

Item 7. Continuity Date <Continuity Date>

Item 8. **Optional Extension Period**

(a) Premium for **Optional Extension Period**

<Optional Extension Premium> of the total premium for the Policy

(b) Length of **Optional Extension Period**

<Optional Extension Period>

Item 9. Notification under this Policy

(a) Notification pursuant to Clause IX. shall be given to:

<Name, Address, Phone, Contact Information>

b) All other notices under this Policy shall be given to

<Name, Address, Phone, Contact Information>

Item 10. **Professional Services:**

<Professional Service> for others for a fee

Item 11. Endorsements Effective At Inception:

<Endorsements>

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

Authorized Representative

Date

Secretary

President

<BEAZLEY NAME LOGO>

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY OPTIONAL EXTENSION PERIOD, IF PURCHASED. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE APPLIED TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT LIABLE FOR CLAIMS EXPENSES OR DAMAGES ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

The Underwriters agree with the Named Insured, set forth at Item 1. of the Declarations made a part hereof, in consideration of the payment of the premium and reliance upon the statements in the **Application** which is made a part of and deemed attached to this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and subject to the Limit of Liability, deductible, exclusions, conditions and other terms of this Insurance:

I. INSURING CLAUSES

A. Professional Services Coverage

To pay on behalf of any **Insured**:

Damages and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission in rendering or failing to render **Professional Services**, on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** by the **Insured** or by any person, including an independent contractor, for whose negligent act, error or omission the **Insured Organization** is legally responsible.

B. Personal Injury Coverage

To pay on behalf of any **Insured**:

Damages and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) arising out of any act, error or omission in rendering or failing to render **Professional Services** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** by the **Insured** or by any person, including an independent contractor, for whose negligent act, error or omission the **Insured Organization** is legally responsible that results in:

1. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. misappropriation of any name or likeness for commercial advantage;
3. invasion of or interference with the right to privacy or publicity, including but not limited to false light, public disclosure of private facts, intrusion and invasion; or
4. false arrest, detention or imprisonment.

C. Computer Network Security Coverage

To pay on behalf of any **Insured**:

Damages and Claims Expenses, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) arising out of any act, error or omission in rendering or failing to render **Professional Services** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** by the **Insured** or by any person, including an independent contractor, for whose negligent act, error or omission the **Insured Organization** is legally responsible that results in:

1. the inability of a third party, who is authorized to do so, to gain access to **Computer Systems**;
2. the failure to prevent **Unauthorized Access to Computer Systems** that results in:
 - a. the destruction, deletion or corruption of electronic data on **Computer Systems**;
 - b. **Theft of Data from Computer Systems**; or
 - c. denial of service attacks against Internet sites or computers; or
3. the failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computers and systems.

II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent.
- B. When the Underwriters defend a **Claim**, they will pay **Claims Expenses** incurred with their prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be

completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Each **Claim** Deductible.

- C. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.
- D. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Each **Claim** Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, and fifty percent (50%) of any **Damages** and **Claims Expenses** incurred after the date of such settlement or compromise was recommended to the **Insured** with the remaining fifty percent (50%) of such **Damages** and **Claims Expenses** to be borne by the **Insured** or the applicable Limit of Liability whichever is less.
- E. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

III. THE INSURED AND THE INSURED ORGANIZATION

As used throughout this Policy, whether expressed in singular or plural, "**Insured**" shall mean:

- A. The Named Insured and any **Subsidiaries** of the Named Insured (together the "**Insured Organization**");
- B. A director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- C. An employee of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
- D. The lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable state, federal or local law in the United States, of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner;
- E. A principal if the Named Insured is a sole proprietorship, or a partner if the Named Insured is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- F. Any person who previously qualified as an **Insured** under B., C., or E. above prior to the termination of the required relationship with the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**; and

- G. The estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

IV. EXCLUSIONS

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

- A. Arising out of or resulting from any criminal, dishonest, fraudulent or malicious act, error or omission committed by any **Insured**; however, this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or admission by the **Insured**, establishing such criminal, dishonest, fraudulent or malicious conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the Named Insured shall reimburse the Underwriters for all **Claims Expenses** incurred defending the **Claim** and the Underwriters shall have no further liability for **Claims Expenses**;
- B. Arising out of or resulting from any act, error or omission committed prior to the inception date of this Insurance:
1. if any **Insured** on or before the Continuity Date of this Policy, stated in Item 7. of the Declarations knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a **Claim**; or
 2. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim** to the Underwriters of any other policy in force prior to the inception date of this Policy;
- C. For or arising out of, or resulting from **Bodily Injury** or **Property Damage**;
- D. For or arising out of, or resulting from any liability or obligation of the **Insured** under any contract or agreement, either oral or written, including but not limited to any warranties, representations, liquidated damages or guarantees, except and only to the extent the **Insured** would have been liable in the absence of such contract or agreement;
- E. For or arising out of, or resulting from delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time; however this exclusion shall not apply if such delay or failure to deliver or perform is a consequence of a negligent act, error or omission committed during the course of providing **Professional Services** if the **Insured** has made diligent efforts to deliver or perform such **Professional Services**;
- F. For or arising out of or resulting from:
1. inaccurate, inadequate, or incomplete description of the price of the **Insured Organization's** goods, products or services;

2. cost guarantees, cost representations, contract price estimates of probable costs or cost estimates actually or allegedly exceeded;
 3. the failure of the **Insured Organization's** goods, products or services to conform with any represented quality or performance contained in advertising; or
 4. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
- G. For or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, violation of consumer protection laws (except consumer privacy protection laws for **Claims** under Insuring Clause C.) or false, deceptive or unfair trade practices;
- H. Brought by or on behalf of any governmental entity, quasi-governmental entity or other regulatory entity, in such entity's regulatory or official capacity provided, however that this exclusion shall not apply to a **Claim** brought by a governmental entity in its capacity as a customer or client of the **Insured**;
- I. For or arising out of any actual or alleged:
1. infringement or misappropriation of any intellectual property right, including but not limited to infringement of patent, copyright, title, trademark, servicemark, design, trade dress or misappropriation of trade secret; or
 2. plagiarism, piracy or misappropriation of ideas under implied contract;
- J. For or arising out of any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law;
- K. For or arising out of any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, the Sarbanes-Oxley Act of 2002, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws;
- L. By or on behalf of one or more **Insureds** under this Insurance against any other **Insured** or **Insureds** under this Insurance;
- M. Made by any business enterprise in which any **Insured** has greater than a fifteen percent (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the Named Insured, or arising out of or resulting from any **Insured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Insured Organization**;

- N. Arising out of **Professional Services** performed for any entity which:
1. is operated, managed or controlled by an **Insured** or in which any **Insured** has an ownership interest in excess of fifteen percent (15%); or in which any **Insured** is an officer or director; or
 2. operates, controls or manages the Named Insured, or has an ownership interest of more than fifteen percent (15%) in the Named Insured;
- O. Arising out of or resulting from the insolvency or bankruptcy of any **Insured**;
- P. For or arising out of or resulting from:
1. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative of such person;
 2. any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation;
 3. any actual or alleged acts, errors or omission related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any other violation of any provision of the Employee Retirement Income Security Act of 1974, or any similar federal law or legislation of any state, province, or other jurisdiction, or any amendment to any Act or any violation for any regulation, ruling or order issued pursuant to the Act or such similar laws or legislation;
- Provided, that Exclusions 1. to 3. above shall only apply to the **Insured's** capacity as an employer;
- Q. For or arising out of or resulting from:
1. any actual or alleged employment-related discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy; or
 2. any actual or alleged act, error or omission or breach of duty by any director or officer in the discharge of their duty if the **Claim** is brought by the Named Insured, a **Subsidiary**, or any directors, officers, stockholders, or employees of the Named Insured or a **Subsidiary** in his or her capacity as such;
- R. For or arising out of any failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;

S. Either in whole or in part, directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly arises out of, or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property;
4. the actual, alleged, or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

V. DEFINITIONS

Wherever used in this Policy in boldface type, the following definitions shall apply.

- A. "**Application**" means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other professional liability policy issued by the Underwriters, of which this Policy is a renewal or replacement or which succeeded it in time.
- B. "**Bodily Injury**" means physical injury, sickness, disease or the death of any person including any mental anguish or emotional distress resulting therefrom.

- C. “**Claim**” means a written demand received by any **Insured** for money or services, including the service of suit or institution of arbitration proceedings.

Multiple **Claims** arising from the same or a series of related or repeated acts, errors or omissions or from any continuing acts, errors or omissions shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

- D. “**Claims Expenses**” means:

1. reasonable and necessary fees charged by an attorney designated by the Underwriters; and
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, or circumstance which might lead to a **Claim**, if incurred by the Underwriters, or by an **Insured** with the written consent of the Underwriters.

Claims Expenses does not include any salary, overhead or other charges of or by an **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Insurance.

- E. “**Computer Systems**” means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data, pursuant to written contract with the **Insured Organization** for such services.

- F. “**Damages**” means a monetary judgment, award or settlement.

The term **Damages** shall not include or mean:

1. profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
3. punitive or exemplary damages, or any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties unless insurable by law in the applicable venue that most favors coverage for such punitive or exemplary damages;

4. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
 5. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or
 6. matters deemed uninsurable under the law pursuant to which this Policy shall be construed.
- G. **"Malicious Code"** means any virus, Trojan horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
- H. **"Optional Extension Period"** means the period described in Clause X.
- I. **"Policy Period"** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any **Optional Extension Period** or any prior policy period or renewal period.
- J. **"Professional Services"** means those services scheduled in Item 10. of the Declarations performed for others by or on behalf of the **Insured Organization** for a fee, but does not include work or activities performed by or on behalf of the **Insured Organization** or for the **Insured Organization** as an accountant, architect, surveyor, health care provider, lawyer, insurance or real estate agent or broker, or civil or structural engineer.
- K. **"Property Damage"** means physical injury to or destruction of any tangible property, including any resulting loss of use thereof.
- L. **"Subsidiary"** means any corporate entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the Named Insured directly or indirectly, if such entity was so owned on the inception date of this Policy, or:
1. was so owned prior to the inception date of this Policy and was insured under a policy issued by the Underwriters of which this Policy is a renewal;
 2. becomes so owned after the inception date of this Policy provided the revenues of the entity do not exceed ten percent (10%) of the Named Insured's Annual Revenues as set forth in their most recent **Application**; or
 3. becomes so owned after the inception date of this Policy provided that if the revenues of the entity exceed ten percent (10%) of the Named Insured's Annual Revenues as set forth in their most recent **Application**, the provisions of Clause XV., Mergers and Acquisitions, must be fulfilled.

Provided that this Policy only provides coverage for negligent acts, errors or omissions taking place while the corporate entity is so owned by the Named Insured.

M. **"Theft of Data"** means the unauthorized taking, misuse or disclosure of information on **Computer Systems**, including but not limited to charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

N. **Unauthorized Access** means:

1. the use of or access to **Computer Systems** by a person not authorized to do so by the **Insured Organization**; or
2. the authorized use or access to **Computer Systems** in a manner not authorized by the **Insured Organization**.

VI. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 3.(a) of the Declarations for "Each **Claim**" is the limit of the Underwriters' Liability for all **Damages** and **Claims Expenses** arising out of each **Claim**.
- B. The "Aggregate for the **Policy Period**" stated in Item 3.(b) of the Declarations is the Underwriters' combined total Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** or circumstances which might lead to a **Claim** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

VII. DEDUCTIBLE

The "Each **Claim** Deductible" stated in Item 4. of the Declarations applies separately to each **Claim**. The Each **Claim** Deductible shall be satisfied by monetary payments by the Named Insured of **Damages** and **Claims Expenses** resulting from **Claims** first made and reported to the Underwriters during the **Policy Period** and the **Optional Extension Period**. Satisfaction of the Each **Claim** Deductible is a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of the Each **Claim** Deductible subject to the Underwriters' total liability not exceeding the Limits of Liability stated in Items 3.(a) and 3.(b) of the Declarations. The Named Insured shall make direct payments within the Each **Claim** Deductible to appropriate other parties designated by the Underwriters.

VIII. INNOCENT INSURED

- A. Whenever coverage under this Insurance would be excluded, suspended or lost because of Exclusion IV.A relating to criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, then the Underwriters agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **Insureds** who did not personally commit or personally

participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in Exclusion IV.A.

This provision is inapplicable to any **Claim** or circumstance that could reasonably be the basis of a **Claim** against the **Insured Organization** arising from acts, errors or omissions known to any present or former principal, partner, director or officer of the **Insured Organization**.

- B. With respect to this provision, the Underwriters' obligation to pay in such event shall be in excess of the full extent of any recoverable assets of any **Insured** to whom Exclusion IV.A applies and shall be subject to the terms, conditions and limitations of this Policy.

IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall as soon as practicable forward to the Underwriters through persons named in Item 9.(a) of the Declarations written notice of such **Claim** in the form of telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
- B. All **Claims** made against any **Insured** must be reported no later than the end of the **Policy Period**, in accordance the requirements of the **Optional Extension Period** (if applicable) or 45 days after the expiration date of the **Policy Period** in the case of **Claims** first made against the **Insured** during the last 45 days of the **Policy Period**.
- C. If during the **Policy Period** the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim**, and gives written notice to the Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9.(a) of the Declarations as soon as practicable during the **Policy Period** of:
 - 1. the specific details of the negligent act, error or omission that could reasonably be the basis for a **Claim**;
 - 2. the injury or damage which may result or has resulted from the circumstance; and
 - 3. the facts by which the **Insured** first became aware of the negligent act, error or omission;any subsequent **Claim** made against the **Insured** arising out of such circumstances who is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.
- D. A **Claim** shall be considered to be reported to the Underwriters when written notice is first received by the Underwriters in the form of telecopy, or express or certified mail through persons named in Item 9.(a) of the Declarations of the **Claim** or of a negligent act, error, or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with Clause IX.C. above.

X. OPTIONAL EXTENSION PERIOD

- A. If this Policy is cancelled or nonrenewed by the Named Insured or the Underwriters then the Named Insured shall have the right, upon payment of an additional premium calculated at that

percentage shown in Item 8.(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the period of time set forth in Item 8.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or nonrenewal.

- B. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- C. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- D. The purchase of the **Optional Extension Period** shall not in any way increase the Limit of Liability of the Underwriters.
- E. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause X.

XI. REPRESENTATIONS BY THE INSURED

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

XII. OTHER INSURANCE

This Insurance shall apply in excess of any other valid and collectible insurance available to any **Insured**, including any self insured retention or deductible portion thereof unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

XIII. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, such Insurance shall cover that **Insured's** legal representative as an **Insured** as would be permitted by this Policy.

XIV. CANCELLATION/NONRENEWAL

- A. The Named Insured may cancel this Policy by surrender thereof to the Underwriters, or by mailing to the Underwriters written notice stating when thereafter the cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

- B. The Underwriters may cancel this Policy by mailing or delivering to the Named Insured written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Policy because the **Insured** has failed to pay a premium due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation to the Named Insured stating when not less than ten (10) days thereafter such cancellation shall be effective. The notice of cancellation shall state the reason for such cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.
- C. If this Policy is cancelled pursuant to A. hereinabove, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled pursuant to B. hereinabove, the Underwriters shall retain the pro rate portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.
- D. If the Underwriters decide not to renew this Policy, the Underwriters shall mail or deliver written notice to the Named Insured at least sixty (60) days before the end of the **Policy Period**. The notice of nonrenewal shall state the reason for nonrenewal.

XV. MERGERS AND ACQUISITIONS

- A. During the **Policy Period**, if the Named Insured or any **Subsidiary** acquires a privately held entity whose annual revenues are more than ten percent (10%) of the Named Insured's total annual revenues as set forth in the most recent **Application**; then, subject to the **Policy Period** and all other terms and conditions of this **Policy**, coverage under this **Policy** shall be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error or omission committed after the entity becomes so owned. After such 60 day period, no **Insured** shall have coverage under this Policy for any **Claim** that arises out of any act, error or omission, whether committed either before or after such acquisition:

1. by the acquired entity or any person employed by the acquired entity; or
2. involving or relating to the assets or liabilities or **Computer Systems** of the acquired entity.

Unless the Named Insured provides a written notice to the Underwriters, obtains written consent of the Underwriters to extend coverage beyond such 60 day period and agrees to pay any additional premium required by the Underwriters.

- B. During the **Policy Period**, if the Named Insured or any **Subsidiary** acquires any other entity then no **Insured** shall have coverage under this Policy for any **Claim** that arises out of any act, error or omission, whether committed either before or after such acquisition:
1. by the acquired entity or any person employed by the acquired entity; or
 2. involving or relating to the assets, liabilities, or **Computer Systems** of the acquired entity;

unless the Named Insured provides written notice to the Underwriters at least thirty (30) days prior to the acquisition, obtains the written consent of the Underwriters to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by the Underwriters.

- C. If during the **Policy Period** the Named Insured consolidates or merges with another entity such that the Named Insured is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall continue until termination of this Policy, but only with respect to any **Claim** that arises out of any act, error or omission committed, attempted, or allegedly committed by the **Insureds** prior to such merger or consolidation. The Named Insured shall provide written notice of such merger or consolidation to the Underwriters as soon as practicable, together with such information as the Underwriters may require.

XVI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under the Policy.

Upon the Underwriters' request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of negligent acts, errors or omissions with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award or dispose of any **Claim** without the written consent of the Underwriters.

Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** under the Policy.

XVII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this Policy nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representatives in any **Claim**.

XVIII. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute

and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriters, and third to the Each **Claim** Deductible. Any additional amounts recovered shall be paid to the Named Insured.

XIX. ENTIRE AGREEMENT

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

XX. TERRITORY

This Insurance applies to **Claims** made and acts, errors or omissions committed anywhere in the world.

XXI. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

XXII. BANKRUPTCY

Bankruptcy or insolvency of the Named Insured shall not relieve the Underwriters of their obligations nor deprive the Underwriters of their rights or defenses under this Policy.

XXIII. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the Named Insured will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXIV. HEADINGS

The descriptions in headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

<BEAZLEY NAME LOGO>

<BROKER LOGO IF APPLICABLE>

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY APPLICATION

NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT LIABLE FOR CLAIMS EXPENSES OR DAMAGES ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY SUBJECT TO ITS TERMS. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 8. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER UNDERWRITERS. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY CLAIMS EXPENSES OR ANY SETTLEMENTS OR JUDGMENTS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. PLEASE READ THIS POLICY CAREFULLY.

NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE INSURED IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS POLICY CAREFULLY.

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker.

General Information

1. Legal Name of Entity: _____
 Address: _____
 City: _____ State: _____ ZIP: _____ Telephone: _____
 Website: _____ Square Footage of Primary Location: _____
 Is the Applicant's location open to the general public? [] Yes [] No
 If No, is it an enclosed office environment? [] Yes [] No
 Please list additional locations on a separate page.
2. Contact: _____ Title: _____
 Telephone: () _____ Fax Number: () _____
3. The Entity has continuously been in existence since _____ and is a
[] Corporation [] Partnership [] Individual [] Other: _____
 State(s) _____
4. Do you provide services or operate outside the United States? [] Yes [] No
 If Yes, please explain what services and where: _____

5. Have you ever operated under any other name? [] Yes [] No
 If Yes, what names: _____
6. Is the Applicant controlled or owned by, or associated or affiliated with, or does it own, any other firm or business enterprise? [] Yes [] No
 If Yes, please explain: _____

7. Effective Date desired: _____
8. Limits of Liability Desired [] \$1,000,000 [] \$3,000,000 [] \$5,000,000 [] \$10,000,000
[] Other _____
9. Please describe in detail the nature and types of professional services the Applicant is engaged in and indicate the percentage of revenues derived from each:

Service	Past Fiscal Yr. ending / /	Estimated Next 12 mos.
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Total	\$ _____	\$ _____

10. What services does the Applicant wish to have covered by the professional liability insurance?

11. Are any significant changes in the nature or size of the Applicant's business anticipated over the next twelve (12) months? Or have there been any such changes in the past twelve (12) months? ☐ Yes ☐ No

If Yes, please explain:

12. In the past twenty four (24) months has the Applicant or any of its principals engaged in any business or profession other than as described in the response to Question #4 above? ☐ Yes ☐ No

If Yes, please explain: _____

13. Staff - *All Principals and staff should be included only once*

Number Full Time	Number Part Time

14. Please provide the following:

Name of Principals & Qualified Employees	Professional Qualifications/ Designations	Years in Practice	Year with Applicant

15. Subcontractors:

- a. Does the Applicant use subcontractors? ☐ Yes ☐ No
- b. Are subcontractors required to carry professional liability insurance? ☐ Yes ☐ No
If not, are the subcontractors required to indemnify the Applicant? ☐ Yes ☐ No
If so, what is the minimum policy limit: \$ _____
- c. Does Applicant have an ownership interest in any subcontractor? ☐ Yes ☐ No
If so, please explain? _____
- d. Names of any firms which are subcontractors to the Applicant: _____

e. Describe services provided by such subcontractors:

16. Please list Professional Associations to which the Applicant belongs:

17. Please indicate the Applicant's five largest jobs/projects during the past three (3) years:

Client	Service	Applicant's Fee	Total project cost

18. Please provide percentage revenue derived from following:

Federal Government: _____ % State/Municipal Entities: _____ % Corporations: _____ %
Non-Profit Organizations: _____ % Individuals: _____ %

19. What is the percentage in which the Applicant uses a written contract? _____%

If not 100%, please explain why and how the scope of services to be provided is agreed:

20. Does the Applicant's contract contain?

- | | | |
|--|-----------|----------|
| a. Hold harmless or indemnity agreements inuring to Applicant's benefit? | [] Yes | [] No |
| b. Hold harmless or indemnity agreements inuring to the benefit Applicant's clients? | [] Yes | [] No |
| c. Guarantees or warranties? | [] Yes | [] No |
| d. A specific description of the services Applicant will provide to client? | [] Yes | [] No |
| e. Clauses defining the responsibilities of each party? | [] Yes | [] No |
| f. Clauses limiting the liability of the Applicant? | [] Yes | [] No |
| g. A "force majeure" limitation clause? | [] Yes | [] No |

Please attach a copy of a standard contract or letter of engagement.

21. Have the Applicant's services and advice been used in any disclosure documents or prospect uses to investors in any business entity? [] Yes [] No

If Yes, please detail (including procedures to ensure quality control):

22. Does any director, officer, employee or partner of the Applicant serve on the board of directors of any client of the Applicant? [] Yes [] No

If Yes, please explain:

23. Does any Applicant, in the course of providing professional services, handle monies or investment instruments belonging to others? [] Yes [] No

If Yes, please explain:

24. Does any Applicant give advice to any client regarding investments of any kind? [] Yes [] No

If Yes, please explain:

25. Does any Applicant offer advice to any client in respect of the client's medical, mental or emotional condition or the client's relationships with other people? [] Yes [] No

If Yes, please explain:

26. Does the Applicant have a written procedures manual for employees to follow? [] Yes [] No

27. Does the Applicant have a formalized training program for employees? [] Yes [] No

28. Does the Applicant have promotional literature? [] Yes [] No

Computer Network Security Coverage (If coverage is desired)

29. Has the Applicant suffered any known intrusions (i.e., unauthorized access) of its Computer Systems in the most recent past thirty-six (36) months? [] Yes [] No

a) If Yes, how many intrusions occurred? _____

b) If any damage was caused by any such intrusions, including lost time, lost business income, or costs to repair any damage to systems or to reconstruct data or software, describe the damage that occurred, and state value of any lost time, income and the costs of any repair or reconstruction:

30. Have any Loss payments been made on behalf of any proposed Applicant under the provisions of any prior or current network security policy or similar insurance? (If yes, attach details) [] Yes [] No

31. Does the Applicant use commercially available firewall protection systems to prevent unauthorized access to internal networks and computer systems? [] Yes [] No

32. Does the Applicant use intrusion detection software to detect unauthorized access to internal networks and computer systems? [] Yes [] No

33. Does the Applicant employ Anti-Virus software? [] Yes [] No

If Yes, is it company policy to upgrade the software as new releases/improvements become available?

[] Yes [] No

34. Does the Applicant have and enforce policies concerning when internal and external communication should be encrypted? [] Yes [] No

35. Does the Applicant accept payment on-line for goods sold or services rendered? [] Yes [] No

Historical and Prior Insurance Information

36. Has the Applicant filed suit against any of its customers for non-payment of fees or have any customers either failed to pay for or requested a refund for a product or service you provided due to an alleged problem? (whether due to non-performance, dissatisfaction or otherwise)? [] Yes [] No

If Yes, please explain:

37. Has any errors and omissions or professional liability insurance ever been declined or cancelled? ☐ Yes ☐ No

38. a. Is there any error and omissions, professional liability, or network security insurance in favor of the Applicant currently in force? ☐ Yes ☐ No

If Yes, please indicate errors and omissions insurance carried for each of the past three (3) years:

Policy Period	Insurance Carrier	Policy Period	Limits of Liability	Premium	Deductible

MISSOURI APPLICANTS: DO NOT ANSWER QUESTION 38.B. BELOW.

- b. Have any of the Applicant's current errors or omissions or professional liability Underwriters formally indicated intent not to offer renewal terms? ☐ Yes ☐ No

If Yes, please explain:

39. The basic policy for which you have applied will not cover acts, errors or omissions which took place prior to the inception date of the policy. If you desire a quote for these prior acts, please enter the date from which you want prior acts covered: _____

40. Has the Applicant or any director, officer, partners or principles been involved in any of the following?

- a. Criminal action or administrative proceeding charging violation of a federal, state or foreign law or regulation? ☐ Yes ☐ No
- b. A party to any lawsuit or other legal proceeding within the past five (5) years? ☐ Yes ☐ No
- c. Subject to disciplinary action as a result of professional activities? ☐ Yes ☐ No

41. Is the Applicant aware of any errors, omissions or claims (including any circumstances reported to previous Underwriters which have not developed into claims) during the last ten (10) years? ☐ Yes ☐ No

42. a. Has the Applicant or any director, officer, employee or other proposed Insured given written notice under the provisions of any prior or current errors or omissions or professional liability policy of specific facts or circumstances which might give rise to a Claim being made against any proposed Insured? ☐ Yes ☐ No
- b. **For Minnesota applicants only**, please indicate if the Applicant or any director, officer, employee or other proposed Insured has given written or oral notice under the provisions of any prior or current errors or omissions or professional liability policy of specific facts or circumstances which might give rise to a Claim being made against any proposed Insured? ☐ Yes ☐ No

43. Have any Loss payments been made on behalf of any proposed Applicant under the provisions of any prior or current errors or omissions or professional liability policy or similar insurance? ☐ Yes ☐ No

If 'Yes' to any of the Questions 31-34 above, please provide (on Attachment 'A') a description which includes the venue of the action, the parties, the amount of dispute, the nature of the claim(s), the status of the action(s) and how the action(s) was resolved as to the Applicant, including all costs incurred, including defense expenses.

44. No Applicant, director, officer, employee or other proposed insured has knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under the proposed insurance except as follows:

If no such knowledge or information, check here: ☐ None

45. Attach the following materials regarding the Applicant:
- The latest financial statements
 - Copies of standard customer contracts/service level agreements
 - Information systems policies and procedures

(Note that coverage does not apply to known or expected claims or those which the Applicant should have foreseen).

The undersigned declares that the statements set forth herein are true and include all material information. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied in this **Application** changes between the date of this **Application** and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this **Application** does not bind the Applicant or the Underwriters to complete the insurance, but it is represented that the statements contained in this **Application** and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Underwriters in issuing any Policy. The Underwriters is authorized to make any investigation and inquiry in connection with this **Application** as it deems necessary.

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I HAVE READ THE FOREGOING **APPLICATION** OF INSURANCE INCLUDING ATTACHMENT "A" AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

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ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURERS, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.
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INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

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NOTICE TO OKLAHOMA APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

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AUTHORIZED SIGNATURE OF APPLICANT
(Must be a principal of the Applicant and a person at risk)

TITLE

Printed Name

Date

Effective Date Requested for this Insurance

PLEASE MAKE CERTAIN ALL QUESTIONS ARE ANSWERED AND THAT ALL APPLICABLE SUPPLEMENTS ARE COMPLETED. THIS **APPLICATION** WILL NOT BE PROCESSED UNLESS ALL QUESTIONS ON THIS **APPLICATION** AND APPLICABLE SUPPLEMENTS ARE ANSWERED.

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated.
If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

Name of Insurance Agent

License Identification No.

Authorized Representative

If this **Application** is completed in Wisconsin, please note the following:

- If this Policy is cancelled by the **Named Insured**, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Underwriters, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.

ATTACHMENT "A"

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY APPLICATION

CLAIMS SCHEDULE

Please complete this form if the Applicant is aware of any claims as indicated in Questions 31-34 of the **Application** (including any circumstances reported to previous Underwriters which have not developed into claims) during the last ten (10) years.

1. Name of Applicant: _____
2. Name of Member of Staff involved in claim: _____
3. Name of (potential) claimant: _____
4. Date of incident: _____ Date claim was made: _____
5. Under which policy was the claim made?
Carrier: _____
Policy No.: _____
6. Status of claim? ☐ Closed ☐ Open
If Closed, please indicate Total Loss Paid: _____ (including defense expenses)
If Open, please indicate
i) Total defense costs and expenses to date: _____
ii) Damages or other relief sought by the claimant(s): _____
iii) Underwriters loss reserve: _____
7. Please provide the following details:
i) the specific act, error or omission upon which the claimant bases the claim.
ii) a brief description of the claim.
iii) details of the current status and proposed strategy for handling the claim.

AUTHORIZED SIGNATURE OF APPLICANT
(Must be a principal of the Applicant and a person at risk)

TITLE

Printed Name

Date

<BEAZLEY NAME LOGO>

<BROKER LOGO IF APPLICABLE>

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

GENERAL LIABILITY SUPPLEMENTAL APPLICATION

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NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY SUBJECT TO ITS TERMS. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 8. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER UNDERWRITER. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE DEDUCTIBLE. THE UNDERWRITERS ARE NOT OBLIGATED TO PAY CLAIMS EXPENSES OR ANY SETTLEMENTS OR JUDGMENTS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. PLEASE READ THIS POLICY CAREFULLY.

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1. Name of Applicant: _____

2. Please complete the following for each of your facilities:

Location Number	Name and Location	Description of Type of Facility	Is there a Parking Lot or Garage Maintained by the Applicant	Adjacent Exposure	Square Footage
_____	_____	_____	[] Yes [] No	[] Yes [] No	_____
_____	_____	_____	[] Yes [] No	[] Yes [] No	_____
_____	_____	_____	[] Yes [] No	[] Yes [] No	_____

3. How many years have you been in business? _____

4. Number of full-time staff: _____ Part-time: _____

5. Nature of your business: _____

6. Are you a subsidiary of another entity or do you have any subsidiaries? [] Yes [] No

Operations

7. Is a formal written safety program in place? [] Yes [] No
If Yes, please attach a copy of the safety program.

8. Are written procedures in effect for incident reporting? [] Yes [] No

9. Any operations sold, acquired, or discontinued in the last five years? [] Yes [] No

10. Machinery or equipment loaned or rented to others? [] Yes [] No

11. Any watercraft, docks, or floats owned, hired or leased? [] Yes [] No

12. Any parking facilities owned or rented? [] Yes [] No

13. Is there a swimming pool on the premises? [] Yes [] No

14. Sporting or social events sponsored? [] Yes [] No

Contractor Information

15. Do you draw plans, design, or specifications? ☐ Yes ☐ No
16. Do any operations include blasting or do you utilize or store explosive material? ☐ Yes ☐ No
17. Do any operations include excavation, tunneling, underground work or earth moving? ☐ Yes ☐ No
18. Do subcontractors carry coverages or limits less than yours? ☐ Yes ☐ No
19. Are certificates of insurance required from subcontractors? ☐ Yes ☐ No
20. Do you lease equipment to others with or without operators? ☐ Yes ☐ No

Historical and Prior Insurance Information

21. Please list prior general liability insurance carried for each of the past three years. If none, state "NONE."

Policy Period	Insurance Carrier	Policy Period	Limits of Liability	Premium	Deductible	Was this Claims Made?
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No

22. Have any Loss payments been made on behalf of any proposed Applicant under the provisions of any prior or current general liability insurance or similar insurance? ☐ Yes ☐ No

Date of Occurrence	Date Claim Made	Description of Loss	Amount Reserved	Amount Paid	Open or Closed

If 'Yes' to the questions above, please provide a description which includes the venue of the action, the parties, the amount of dispute, the nature of the claim(s), the status of the action(s) and how the action(s) was resolved as to the Applicant, including all costs incurred, including defense expenses.

23. No Applicant, director, officer, employee or other proposed insured has knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a general liability claim or other proposed insurance except as follows:

If no such knowledge or information, check here:

[] None

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<BEAZLEY NAME LOGO>

<BROKER LOGO IF APPLICABLE>

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

NETWORK SECURITY SUPPLEMENTAL APPLICATION

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Name of Applicant: _____

COMPUTER SYSTEM CONTROLS	YES	NO
1. Has the Applicant suffered any known intrusions (i.e., unauthorized access) of its Computer Systems in the most recent past thirty-six (36) months?		
1a. If Yes, how many intrusions occurred?	_____	
1b. If any damage was caused by any such intrusions, including lost time, lost business income, or costs to repair any damage to systems or to reconstruct data or software, describe the damage that occurred, and state value of any lost time, income and the costs of any repair or reconstruction: _____		
2. Have any Loss payments been made on behalf of any proposed Applicant under the provisions of any prior or current network security policy or similar insurance? (if yes, attach details)		
3. Does the Applicant use commercially available firewall protection systems to prevent unauthorized access to internal networks and computer systems?		
4. Does the Applicant use intrusion detection software to detect unauthorized access to internal networks and computer systems?		
5. Does the Applicant accept payment on-line for goods sold or services rendered?		
6. Does the Applicant employ Anti-Virus software?		
6a. If Yes, is it company policy to upgrade the software as new releases/improvements become available?		
7. Does the Applicant have and enforce policies concerning when internal and external communication should be encrypted?		

The undersigned declares that the statements set forth herein are true and include all material information. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The undersigned agrees that if the information supplied in this **Application** changes between the date of this **Application** and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Underwriters of such changes, and the Underwriters may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

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NOTICE TO KENTUCKY AND NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN **APPLICATION** FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

AUTHORIZED SIGNATURE OF APPLICANT
(Must be a principal of the Applicant and a person at risk)

TITLE

Printed Name

Date

Effective Date Requested for this Insurance

PLEASE MAKE CERTAIN ALL QUESTIONS ARE ANSWERED AND THAT ALL APPLICABLE SUPPLEMENTS ARE COMPLETED. THIS **APPLICATION** WILL NOT BE PROCESSED UNLESS ALL QUESTIONS ON THIS **APPLICATION** AND APPLICABLE SUPPLEMENTS ARE ANSWERED.

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

Name of Insurance Agent

License Identification No.

Authorized Representative

*If this **Application** is completed in Wisconsin, please note the following:*

- If this Policy is cancelled by the Named Insured, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Underwriters, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.*
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.*
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.*

SUPPLEMENTAL APPLICATION - RELIANCE ON ANOTHER CARRIER'S APPLICATION

APPLICATION(S) BEING RELIED UPON:

THE INSURER HAS RELIED UPON THE STATEMENTS IN THE <INSURERNAME> <PRODUCTNAME>, INCLUDING MATERIALS ATTACHED THERETO (THE "APPLICATION").

NOTICE: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER DURING THE TIME PERIOD ALLOWED BY THE POLICY. AMOUNTS INCURRED AS DEFENSE COSTS, CHARGES AND EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. READ THE POLICY CAREFULLY.

ADDITIONAL NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE POLICY SUBJECT TO ITS TERMS. THERE IS NO COVERAGE FOR INCIDENTS PRIOR TO ANY RETROACTIVE DATE. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN THE DECLARATIONS AND THE NEW YORK AMENDATORY ENDORSEMENT. EXCEPT AS OTHERWISE PROVIDED IN THE POLICY WORDING, THE POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, CHARGES AND DEFENSE EXPENSES AND COSTS, CHARGES AND EXPENSES SHALL BE APPLIED TO THE RETENTION. THE INSURER IS NOT OBLIGATED TO PAY ANY LOSS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF LOSS. PLEASE READ THE POLICY CAREFULLY.

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AVAILABLE, THE INSUREDS MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS DEFENSE COSTS, CHARGES AND EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. PLEASE READ THE POLICY CAREFULLY.

Applicant Name _____

Principal Address _____

City, State, Zip _____

Web Address _____

The Insurer has relied upon the statements in the **APPLICATION**, including materials attached thereto, completed by the Applicant and such **APPLICATION** is made a part of the proposed insurance policy, if issued, and operates as the Insurer's own application.

The Applicant declares that the statements set forth in the application are true. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The Applicant agrees that if the information supplied in the **APPLICATION** changes between the date(s) of the **APPLICATION** and the date of this Supplemental Application or the effective date of the insurance, the Applicant will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Supplemental Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in the **APPLICATION**, this Supplemental Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Insurer in issuing any policy. The Insurer is authorized to make any investigation and inquiry in connection with this Supplemental Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are hereby incorporated by reference into this Supplemental Application and made a part hereof. This Supplemental Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. The foregoing statement does not apply in Utah and Wisconsin and in those two states all written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are made a part hereof, provided this Supplemental Application and such materials are attached to the policy at the time of its delivery.

ANTI-FRAUD WARNINGS

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT S(HE) IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

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Signed: _____
Must be signed by Applicant's CEO, President or other Executive authorized to bind the Insureds

Printed Name & Title: _____

Date: _____

If this Supplemental Application is completed in Florida, please provide the insurance agent's name and license number as designated. If this Supplemental Application is completed in Iowa, please provide the insurance agent's name only.

Name of Insurance Agent

License Identification No.

Authorized Representative

If this Supplemental Application is completed in Wisconsin, please note the following:

- *If the **Insured** cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under the Policy is reported to the Insurer on or before the date of cancellation.*
- *An Optional Extension Period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that premium is paid the endorsement may not be cancelled and the additional premium will be fully earned.*

SUPPLEMENTAL APPLICATION - RELIANCE ON ANOTHER CARRIER'S APPLICATION AND APPLICANT'S REPRESENTATIONS

APPLICATION(S) BEING RELIED UPON:

THE INSURER HAS RELIED UPON THE STATEMENTS IN THE <INSURERNAME> <PRODUCTNAME>, INCLUDING MATERIALS ATTACHED THERETO (THE "APPLICATION").

NOTICE: THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE INSURER DURING THE TIME PERIOD ALLOWED BY THE POLICY. AMOUNTS INCURRED AS DEFENSE COSTS, CHARGES AND EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. READ THE POLICY CAREFULLY.

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Please fully answer all questions. Terms appearing below in bold face are defined in the policy and have the same meaning in this Supplemental Application as in the policy. If you do not have a copy of the policy, please request it from your agent or broker.

Applicant Name _____

Principal Address _____

City, State, Zip _____

Web Address _____

Applicant's Representations:

As of the date of this Supplemental Application, does any Applicant, director, officer or other proposed **Insured** have knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim under the proposed insurance? ☐ Yes ☐ No

If Yes, please provide details:

It is agreed that any **Claim** based upon or arising out of any claim or fact, circumstance, situation, event or transaction which was or should have been disclosed in the Applicant's Representations above is excluded from coverage under the proposed insurance.

The Insurer has relied upon the statements in the **APPLICATION**, including materials attached thereto, completed by the Applicant and such **APPLICATION** is made a part of the proposed insurance policy, if issued, and operates as the Insurer's own application.

The Applicant declares that the statements set forth herein and in the application are true. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. The Applicant agrees that if the information supplied in the **APPLICATION** changes between the date(s) of the **APPLICATION** and the date of this Supplemental Application or the effective date of the insurance, the Applicant will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Supplemental Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in the **APPLICATION**, this Supplemental Application and the materials submitted herewith are the basis of the contract should a policy be issued and have been relied upon by the Insurer in issuing any policy. The Insurer is authorized to make any investigation and inquiry in connection with this Supplemental Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are hereby incorporated by reference into this Supplemental Application and made a part hereof. This Supplemental Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the policy if issued. The foregoing statement does not apply in Utah and Wisconsin and in those two states all written statements and materials furnished to the Insurer in conjunction with this Supplemental Application are made a part hereof, provided this Supplemental Application and such materials are attached to the policy at the time of its delivery.

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Signed: _____
Must be signed by Applicant's CEO, President or other Executive authorized to bind the Insureds

Printed Name & Title: _____

Date: _____

If this Supplemental Application is completed in Florida, please provide the insurance agent's name and license number as designated. If this Supplemental Application is completed in Iowa, please provide the insurance agent's name only.

Name of Insurance Agent

License Identification No.

Authorized Representative

If this Supplemental Application is completed in Wisconsin, please note the following:

- *If the **Insured** cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any **Claim** under the Policy is reported to the Insurer on or before the date of cancellation.*
- *An Optional Extension Period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that premium is paid the endorsement may not be cancelled and the additional premium will be fully earned.*

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Policy Title> POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this policy is cancelled effective **<Cancellation Date>**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

ADD/DELETE ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Policy Name>

In consideration of the <Addtl or Return Premium>premium of <Premium>it is hereby understood and agreed that the following endorsement(s) is <Added (to)/Deleted (from)> the Policy:

<Endorsement Title> <Endorsement Edition Number>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION

This endorsement modifies insurance provided under the Policy referenced above.

<PRODUCTNAME>

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the Insurer has relied upon the statements in the following application(s):

<Application Title>

<Application Title 2>

including materials attached thereto, completed by the entity designated in Item 1 of the Declarations and such application is made a part of this insurance Policy and operates as the Insurer's own **Application**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

<POLICY TITLE>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, in the event a **Claim** triggers coverage under this Policy and under any other policy issued by the Insurer, the Insurer's liability under this Policy and such other policy combined shall not exceed the amount of the largest of the applicable Limits of Liability.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

AMEND POLICY NUMBER ON DECLARATIONS PAGE

This endorsement modifies insurance provided under the following:

<POLICY TITLE>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the policy number as it appears on the Declarations is deleted and replaced with the following:

Policy No.: **<Policy Number>**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

<POLICY NAME>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

<POLICY NAME>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, including without limitation, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the foregoing.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

NUCLEAR EXCLUSION

This endorsement modifies insurance provided under the following:

<Product Name>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel

component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

INCONSISTENCY ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Policy Title>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the regulatory requirements set forth in any state Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of such Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SHARED AGGREGATE LIMIT OF LIABILITY ENDORSEMENT (MULTI YEAR POLICIES)

This endorsement modifies insurance provided under the following:

<Policy Title> POLICY

In consideration of the premium charged for the Policy, which has been negotiated with the understanding that this Policy would share an aggregate limit of liability with another Policy issued by the Insurer, it is hereby understood and agreed that:

1. This Policy and the **<Policy Name> <Policy Number>** (the "Other Policy") issued to the **Insured** share a single aggregate limit of liability in the amount of **<Shared Limit>** per **Policy Year** (the "Annual Shared Aggregate Limit of Liability") which, subject to the aggregate limit of liability per **Policy Year** under this Policy, is the Insurer's maximum aggregate limit of liability available to pay all **Claims** under this Policy and under the **Other Policy** combined per **Policy Year**.
2. If the **Annual Shared Limit of Liability** or the **Policy Year** aggregate limit of liability under this Policy is exhausted due to payment of **Claims** under this Policy, payment of **Claims** under the **Other Policy** or any combination thereof, the Insurer's obligations under this Policy for the **Policy Year** shall be completely fulfilled and extinguished.
3. If the **Annual Shared Limit of Liability** or the **Policy Year** aggregate limit of liability under this Policy for all **Policy Years** is exhausted due to payment of **Claims** under this Policy, payment of **Claims** under the **Other Policy** or any combination thereof, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.
4. "Policy Year" means each annual period of the **Policy Period** from:
 - a. the Inception Date in Item 2 of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
 - b. from the **First Anniversary Date** to the expiration or any earlier date of cancellation.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADD/DELETE ENDORSEMENT WITHOUT ADDITIONAL RETURN PREMIUM

This endorsement modifies insurance provided under the following:

<Policy Name>

It is hereby understood and agreed that the following endorsement(s) is <Added (to)/Deleted (from)> the Policy:

<Endorsement Title>

<Endorsement Edition Number>

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MAILING ADDRESS ENDORSEMENT

This endorsement modifies insurance provided under the following:

<POLICY>[®]

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 1. is amended to include the following mailing address of the entity in Item 1. of the Declarations:

<Applicant Address>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

INDEPENDENT CONTRACTOR ENDORSEMENT

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following is added to the end of Clause **III. THE INSURED AND THE INSURED ORGANIZATION:**

Independent Contractors acting on behalf of or for the Named Insured as listed on the Declarations page, and otherwise covered by this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged, it is hereby understood and agreed that Clause III., **THE INSURED AND THE INSURED ORGANIZATION** is amended to include <Entity> and any past, present or future officer, director, trustee or employee thereof, but only for **Claims** for any negligent act, error or omission of the Named Insured in rendering or failing to render Professional Services as stated in Item 9 of the Declarations.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMENDED RETROACTIVE DATE FOR EXCESS LIMITS

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged, it is hereby understood and agreed that with respect to
<Excess Limit> excess of <Original Aggregate_Limit> of the Limit of Liability as set forth in Item 3 of
the Declarations, Item 6. of the Declarations is deleted and replaced with the following:

Item 6. Retroactive Date: <Special Retroactive Date>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

COPYRIGHT COVERAGE

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause **IV. EXCLUSIONS** I. is deleted and replaced with the following:
 - I. for or arising out of any actual or alleged infringement or misappropriation of patent;
2. Clause **I. INSURING CLAUSES** B. is amended by the addition of the following:
 - a. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, wrongful eviction or eavesdropping;
 - b. plagiarism, piracy or misappropriation of ideas under implied contract;
 - c. negligence regarding the content of any media communication, including harm caused through any reliance or failure to rely upon such content;
 - d. infringement of copyright.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**EXCLUSION FOR VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT, FAIR CREDIT
REPORTING ACT, "DO NOT CALL" LAWS**

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** for any **Claim** for any violation of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and any law pertaining to any Do Not Call List, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

FINANCIAL CONSULTANTS EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. **“Broker”** means any “broker” as that term is defined in the Securities Act of 1933, the Securities Exchange Act of 1934 and the Investment Company act of 1940.
 - b. **“Financial Advisor”** and/or **“Financial Planner”** means an individual who is in the business of providing **Professional Services** to others for a fee or other monetary compensation, and includes Registered Representatives licensed by the Securities and Exchange Commission and New York Stock Exchange.
 - c. **“Front Running”** means the trading by brokers of mutual fund shares based on information received internally, before clients of the broker have received the information.
 - d. **“Improper Valuation”** means:
 1. inaccurate calculation of a mutual fund’s net asset value or the failure to update such net asset value as required by the Securities and Exchange Commission and/or applicable federal or state securities laws and regulations;
 2. inadequate, deficient or ineffective policies or procedures regarding the pricing, valuation or monitoring of securities held by a mutual fund, or the failure to adopt, implement or enforce such policies or procedures; or
 3. failure to calculate, disclose or utilize a fair market valuation for securities held by a mutual fund.
 - e. **“Late Trading”** means cancelling, modifying and/or placing orders to buy or sell mutual fund shares after the determination of a mutual fund’s current net asset value (as defined in Rule 1a-4 under the Investment Company Act of 1940) where the price charged to the buyer or seller is calculated at the mutual fund’s current net asset value previously determined, in contravention of Rule 22c-1 under the Investment Company Act of 1990, or any similar law, rule or regulation.
 - f. **“Market Timing”** means:
 1. waiving of redemption fees associated with **Short Term Trading** of mutual fund shares in contravention of the applicable policies and procedures of the mutual funds;

2. breach or violation of written representations regarding the permissibility of **Short Term Trading**, or of written representations regarding the mutual fund's efforts to monitor or prevent **Short Term Trading**; or
 3. the receipt of fees or other compensation from an investor in exchange for providing such investor with **Short Term Trading** privileges not generally available to other investors in mutual fund shares (for purpose of the foregoing, the receipt of investment advisory and other fees paid by the fund or fund shareholders shall not be deemed to be fees or other compensation paid for providing such investors with **Short Term Trading** privileges not available to other investors in mutual fund shares).
- g. "**Securities**" means any "securities" as that term is defined in the Securities and Exchange Act of 1933, the Securities and Exchange Act of 1934 and the Investment Company Act of 1940.
 - h. "**Selective Disclosure**" means the selective or discriminatory disclosure of a mutual fund's portfolio composition or holdings.
 - i. "**Short Term Trading**" means the redemption of shares of a mutual fund less than 30 days after their purchase, or any other period of time greater than 30 days if so described in a mutual fund prospectus as **Short Term Trading**, including without limitation any so-called "in and out" trading of mutual fund shares or any other trade of mutual fund shares which take advantage of inefficiencies or time delays in the method the mutual fund uses to price its shares.
 - j. "**Soft Dollar Activity**" means paying, providing, receiving or accepting pro-habited or illegal fees, commissions, bonuses, gratuities, services or any other form of compensation, including without limitation (i) the preferential treatment of a particular mutual fund or a particular class of mutual fund shares in exchange for such compensation; (ii) improper or illegal quid pro quo compensation; (iii) improper or illegal breakpoint or volume discounts; (iv) unreasonable compensation; (v) improper or illegal directed brokerage commissions or discriminatory compensation; (vi) other improper or illegal soft dollar arrangements; or (vii) the failure to adopt, implement or enforce effective policies or procedures to prevent or detect such practices.

The meaning of any terms or phrases used in this Endorsement which are not otherwise defined herein shall be determined based upon the normal and usual customs and usages of the mutual industry.

2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from:
 - a. any service where the **Insured** has been given any discretionary authority to make and/or implement decisions;
 - b. any financial auditing, accounting, architectural, actuarial or engineering services;
 - c. any legal services, including, but not limited to:
 - i. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;

- ii. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; or
 - iii. services performed for others by a licensed attorney as a notary public;
- d. any advice relating to investments and/or mergers or acquisitions;
- e. practices involving **Late Trading, Market Timing, Improper Valuation, Soft Dollar Activity, Front Running** or **Selection Disclosure** of mutual fund shares, including without limitation any **Insured** actually or allegedly participating in, aiding and abetting, or failing to disclose such practices;
- f. practices involving **Late Trading, Market Timing, Improper Valuation, Soft Dollar Activity, Front Running** or **Selective Disclosure**, regardless of the form, style, or denomination of any such **Claim**, and regardless of whether the **Claim** is criminal, administrative or civil, including by not limited to, **Claims** alleging breach of contract, failure to supervise, negligent supervision, vicarious liability, controlling person liability, breach of fiduciary duty, personal profiting, criminal activity, market manipulation, misrepresentation, estoppel or repudiation of any other commitment and any other theory of liability;
- g. the inability of any bank, banking firm, **Broker** or **Dealer**, managing partner, general partner, multi-employer trust or insurance company to make any payment or return capital in the form of principal, interest or other earnings, for any reason, including but not limited to insolvency, receivership, bankruptcy, governmental intervention or court order;
- h. any **Claim** based on or directly or indirectly arising out of or resulting from the **Insured's** activities or capacity as a fiduciary under the Employee Retirement Income Security Act of 1974 (or amendments thereto or any regulations promulgated there under), or similar provisions of any federal, state or local statutory law or common law; provided that this exclusion shall not apply to retirement plan design, investment advice or recommendations regarding **Securities** or insurance purchases or sales by the **Insured** within the normal scope of **Professional Services** performed by a **Financial Planner**;
- i. actual or alleged use, or aiding or abetting, or participating after the fact, in the use of non-public information in a manner prohibited by the laws of the United States (including, but not limited to, the Insider Trading and Securities Fraud Endorsement Act of 1988 (as amended), section 10(b) of the Securities and Exchange Act of 1934 (as amended) and Rule 10b-5 thereunder), any state, commonwealth, territory or subdivision thereof, or the laws of any other jurisdiction, or any rules or regulations promulgated under any of the foregoing;
- j. the gaining in fact of any profit advantage or remuneration to which the **Insured** is not legally entitled;
- k. commingling or unauthorized use of client funds, commission disputes, or the **Insured's** inability or refusal to pay or collect premium or tax monies;
- l. the giving of financial, economic or investment advice, investment management services, or underwriting services relating to or in connection with any aspect of corporate mergers, acquisitions, restructuring or divestitures or investment banking; or the underwriting of stock issues as defined in the Securities and Exchange Act of 1933;

- m. the sale, purchase, offer to sell or purchase, or servicing, by the **Insured**, of any commodities, commodity contracts or other derivative instruments, or securities or units of any limited partnership, master limited partnership, real estate investment trust or any affiliate organization of any of the foregoing;
- n. the purchase, sale or other disposition of **Securities** traded exclusively on Exchanges outside of the United States or Canada, or
- o. the guaranteeing of the availability of funds, or specified rate of return and/or interest.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

FORENSIC SCIENCE AND EXPERT WITNESS SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Insurer will reimburse the **Insured**, upon written request, for legal fees and expenses up to \$10,000 in the aggregate for the **Policy Period**, incurred by the **Insured** with the prior written consent of the Underwriters, in responding to a disciplinary proceeding brought directly against the **Insured** during the **Policy Period** provided that the disciplinary proceeding:
 1. arises out of the rendering of or failure to render Professional Services; and
 2. is reported to the Insurer during the **Policy Period**.

After the Insurer has paid \$10,000 under this endorsement, the Underwriters shall not be obligated to pay any further legal fees and expenses.

All payments made under this endorsement are not subject to a Deductible and are payable by the Underwriters in addition to the Limits of Liability.

2. Clause **II. DEFENSE, SETTLEMENT AND INVESTIGATION OF CLAIMS** D. is deleted and replaced with the following:

D. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the **Claim**, the Insurer's liability for any **Damages** and **Claims Expenses** shall not exceed: (1) the amount for which the **Claim** could have been settled plus **Claims Expenses** incurred as of the date the Insurer recommended the settlement, less the remaining Each **Claim** Deductible; plus (2) 70% of covered **Damages** and **Claims Expenses** excess of the recommended settlement, subject to the applicable Limit of Liability, with the remaining 30% of such excess to be borne by the **Insured**, uninsured and at the **Insured's** own risk.

3. Clause **IV. EXCLUSIONS** C. is deleted and replaced with the following:

C. For any **Bodily Injury** or **Property Damage**; provided this exclusion shall not apply to that portion of any **Claim** based upon or arising out of any actual or alleged Spoliation of Evidence.

For the purposes of this Clause **IV. C.**:

1. Spoliation of Evidence means loss, damage or destruction of any Physical Evidence left in the care, custody and control of the **Insured**; and
2. Physical Evidence means any material of whatever form that is to be tested, examined, analyzed, reviewed or otherwise investigated by the **Insured**.
5. Notwithstanding the requirements set forth in Clause **I INSURING CLAUSES** A. B. and C. to report **Claims** during the **Policy Period**, **Claims** reported to the Insurer within 30 days after the **Policy Period** shall be deemed to be made during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

FUTURE VALUE OF INVESTMENTS EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged, it is hereby understood and agreed that that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of any **Insured** advising others by making promises or guarantees as to the future value of investments.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

FUTURE VALUE OF REAL OR PERSONAL PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged, it is hereby understood and agreed that that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of the failure of any real or personal property to have at any point or points in time realized any projected, estimated, represented, warranted or guaranteed economic value.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

INVESTMENT ADVISORS EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged, it is hereby understood and agreed that this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

1. arising out of the exercise of any authority or control respecting the management or disposition of plan assets;
2. arising out of the recommendation or rendering of investment advice for a fee or other compensation, whether direct or indirect, with respect to any monies or property of any employee benefit and/or employee pension plans;
3. arising out of recommendation, approval or disapproval of any plan assets;
4. arising out of investment advice and/or selection of an investment manager, investment advisory or custodial firm;
5. arising out of the failure of any investments to perform as expected or desired;
6. arising out of the performance or non-performance of Professional Services rendered to a corporation, association, partnership, joint stock company, trust, co-operative association, or unincorporated organization of which any **Insured** is a director, officer, trustee or partner or while acting in any fiduciary capacity (other than as an independent actuary).

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LEGAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of any **Insured's** performance of or failure to perform professional services as a lawyer.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MEDICAL MALPRACTICE EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** alleging, arising out of, based upon or attributable to medical malpractice including, but not limited to, the rendering of or a failure to render medical professional services, treatment or advice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MEDICAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:
 - a. based on or arising out of medical professional malpractice including, but not limited to, the rendering of failure to render medical professional services, treatment or advice;
 - b. based on or arising out of any actual or alleged lack of good faith or fair dealing in the handling of any **Claim** or obligation arising out of or under any insurance contract or from any benefit plan;
 - c. based on or arising out of the ownership, formation, creation, administration or operation of any health maintenance organization, preferred provider organization, insurance company, risk retention group, insurance pool, reciprocal, captive, self insurance program, or risk retention and risk purchasing group formed under the Federal Liability Retention Act of 1981 and 1986 as amended and any amendments thereto;
 - d. based on or arising out of the actual or alleged failure of any **Managed Care Organization** to pay any salary, charges or fees of any provider of medical services;
 - e. based on or arising out of the bankruptcy, insolvency or liquidation of any **Managed Care Organization**;
 - f. based on or arising out of **Peer Review** services or **Credentialing** services;
 - g. based on or arising out of **Utilization Review** services which results in the denial of medial treatment;
 - h. based on or arising out of any change in electric power supply, including but not limited to power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation;
 - i. based on or arising out of setting of any loss reserves.
2. For purposes of this endorsement, the following terms have the following meanings:
 - a. **"Managed Care Organization"** means any managed care organization, including without limitation any health maintenance organization, preferred provider organization, independent physician organization, physician hospital organization or management services organization.

- b. **“Credentialing”** means the verification of a healthcare provider’s credentials.
- c. **“Peer Review”** means the assessment by the **Insured** of the quality of services rendered by any person or organization acting as a health care provider.
- d. **“Utilization Review”** means the review of the necessity, appropriateness, cost type or utilization of health care services.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

NOTARY PUBLIC EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** alleging, arising out of, based upon or attributable to or in connection with any **Insured** notarizing, certifying or acknowledging any signature not signed before such **Insured** at the time of such notarization, certification or acknowledgement.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

OPTIONAL EXTENSION PERIOD OPTIONS

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 8. of the Declarations is deleted and replaced with the following:

Item 8. **Optional Extension Period:**

(a) Premium for **Optional Extension Period:**

100% of the total premium as for the Policy

200% of the total premium as for the Policy;
provided however, should any **Claim** or
circumstance be reported during the **Policy**
Period, then 250% of the total premium as for the
Policy

to be made known to the Insured at the time of
purchase

(b) Length of **Optional Extension Period:**

12 Months

24 Months

36 Months

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

PRINTER'S EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

1. arising from the printing or failure to print or over redemption of lottery tickets, coupons, game pieces for any promotional game or game of chance.
2. arising from the recall, recovery, shipment, correction, reproduction, or reprinting caused by a defect, fault or injury in material made available by any **Insured**, or the cost of any services in conjunction therewith.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SCHEDULED CLAIMS EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** against an **Insured** based upon, arising from, in consequence of, relating to, or in any way involving any circumstance(s) set forth below:

<Excluded Circumstance(s)>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

EXCLUDE CLAIMS AND WRONGFUL ACTS BY SCHEDULED PERSON OR ENTITY

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

1. brought by or on behalf of, or in the name or right of **<Excluded Person/Entity>**; or
2. involving any act, error or omission, or any breach of contract in connection with any Insuring Agreement, by **<Excluded Person/Entity>**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SCHEDULED PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** alleging, arising out of, based upon or attributable to the performance of or failure to perform any of the following Professional Services:

Professional Services:

<Excluded Professional Service>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SEPARATE RETROACTIVE DATE ENDORSEMENT FOR SPECIFIC PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 6. of
the Declarations is deleted and replaced with the following:

Item 6. Retroactive Date:

Professional Services

<Services>

Retroactive Date

<Retroactive Date(s)>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SPECIFIED SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from:

1. any financial auditing, accounting, or actuarial services or services as a licensed architect or licensed engineer involved in the sealing or stamping of drawings or documents;
2. any legal services, including, but not limited to:
 - a. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;
 - b. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; and
 - c. services performed for others by a licensed attorney as a notary public;
3. any advice relating to investments and/or mergers or acquisitions;
4. the performance of, or failure to perform, Professional Services in connection with any entity engaged in the manufacture, sale or advertising of any tobacco products or firearms;
5. any nuclear waste, nuclear facility, nuclear systems, or nuclear weapons, provided, that this exclusion 5. shall not apply to non-nuclear Professional Services performed at nuclear facilities or nuclear systems; or
6. any weapons systems; it is agreed that the term "weapons systems" does not include weapon simulators used for training purposes.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

TEMPORARY SERVICES ENDORSEMENT WITH TEMPORARY EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause **III. THE INSURED AND THE INSURED ORGANIZATION** is amended to include any **Temporary Employee**.
2. For purposes of this endorsement the term "**Temporary Employee**" means any employee of the **Insured Organization** provided to a client by the **Named Insured** under an agreement with the client to meet, support or supplement the client's work force due to employee absences, temporary skill shortages, seasonal workloads, special assignments or projects or similar situations.
4. In addition to and not in limitation of Clause XII. Other Insurance, coverage for any **Temporary Employee** shall apply specifically in excess of any insurance available to the client.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

TEMPORARY SERVICES ENDORSEMENT WITH TEMPORARY EMPLOYEE EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** arising out of or resulting from any **Claim** arising out of or resulting from any act, error or omission in rendering or failing to render Professional Services by any **Temporary Employee**.
2. For purposes of this endorsement the term "**Temporary Employee**" means any employee of the **Insured Organization** provided to a client by the **Named Insured** under an agreement with the client to meet, support or supplement the client's work force due to employee absences, temporary skill shortages, seasonal workloads, special assignments or projects or similar situations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

THIRD PARTY ADMINISTRATOR EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Insurance does not apply to **Damages or Claims Expenses** in connection with or resulting from any **Claim**:
 - a. based on or arising out of a governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
 - b. based on or arising out of medical professional malpractice including, but not limited to, the rendering of failure to render medical professional services, treatment or advice;
 - c. based on or arising out of any actuarial act, error, omission or assumption;
 - d. based on or arising out of any actual or alleged lack of good faith or fair dealing in the handling of any **Claim** or obligation arising out of or under any insurance contract or from any benefit plan;
 - e. based on or arising out of the investment or benefit plan funds or the management of plan assets;
 - f. based on or arising out of any structured settlements;
 - g. based on or arising out of service as a managing general agency, managing general underwriter, insurance agent, broker, or reinsurance intermediary;
 - h. based on or arising out of services as an investment advisor or any offer to provide such services or any service in connection therewith;
 - i. based on or arising out of the ownership, formation, creation, administration or operation of any health maintenance organization, preferred provider organization, insurance company, risk retention group, insurance pool, reciprocal, captive, self insurance program, or risk retention and risk purchasing group formed under the Federal Liability Retention Act of 1981 and 1986 as amended and any amendments thereto;
 - j. based on or arising out of the actual or alleged failure of any **Managed Care Organization** to pay any salary, charges or fees of any provider of medical services;
 - k. based on or arising out of any actual or alleged commingling or improper use of funds, accounts, premiums, fees, taxes, **Claims** commissions or brokerage monies; for: which any **Insured** collected or should have collected on behalf of another person or organization; sums received by any **Insured** or credited to any **Insured's** account; which any **Insured** returned or should have returned to another person or organization; any

Claim amount that any **Insured** paid or should have paid to another person or organization;

- l. based on or arising out of the bankruptcy, insolvency or liquidation of any **Managed Care Organization**;
 - m. based on or arising out of any breach of underwriting authority contracts;
 - n. based upon or arising out of the failure to comply with any law concerning Workers' Compensation, Employers Liability, Unemployment Compensation, Social Security, Disability Benefits or any other similar law;
 - o. based on or arising out of **Peer Review** services or **Credentialing** services;
 - p. based on or arising out of **Utilization Review** services which results in the denial of medial treatment;
 - q. based on or arising out of any change in electric power supply, including but not limited to power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation;
 - r. based on or arising out of any mechanical or electrical failure, breakdown, malfunction or defect of any hardware, equipment or component;
 - s. based on or arising out of breach of security, unauthorized access or use of or tampering with data or systems;
 - t. based on or arising out of notarized certification or acknowledgement of a signature without the physical appearance before the **Insured** of the person who is, or claims to be the person signing the instrument; or
 - u. based on or arising out of setting of any loss reserves.
2. For purposes of this endorsement, the following terms have the following meanings:
- a. **Managed Care Organization** means any managed care organization, including without limitation any health maintenance organization, preferred provider organization, independent physician organization, physician hospital organization or management services organization.
 - b. **Credentialing** means the verification of a healthcare provider's credentials.
 - c. **Peer Review** means the assessment by the **Insured** of the quality of services rendered by any person or organization acting as a health care provider.
 - d. **Utilization Review** means the review of the necessity, appropriateness, cost type or utilization of health care services.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

TITLE AND ESCROW OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the policy, it is hereby understood and agreed that:

1. Item 10. of the Declarations, Professional Services, is deleted and replaced with the following:

Item 10. Professional Services:

Title Abstractor/Searcher, Title Insurance Agent, Rendering Opinions of Title Based Upon Abstracts Prepared by the Insured, Escrow Agent Pursuant to Written Escrow Instructions Accepted in Writing by the Insured, Closing Agent and Notary Public Services, for others for a fee.

2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:
 - a. based upon or arising out of the syndication of property, or based upon or arising out of activities as a mortgage banker, mortgage broker, construction advisor, property developer or real estate agent or broker;
 - b. alleging, arising out of, based upon or in connection with any **Insured's** performance of, or failure to perform, professional services as a lawyer;
 - c. based upon or arising out of the actual or alleged theft, conversion, misappropriation, disappearance, or any actual or alleged insufficiency in the amount of, any escrow funds, monies, monetary proceeds, or any other assets, securities, negotiable instruments, or any other things of value; this Exclusion shall apply in any and all circumstances, and shall apply irrespective of which individual, party, or entity actually or allegedly committed or caused in whole or part the theft, conversion, misappropriation, disappearance, or the actual or alleged insufficiency in amount;
 - d. based upon or arising out of the bankruptcy or financial insolvency of any kind of financial institution, lender, mortgage company, contractor, property developer, or real estate company, or of any other individual, entity, or other party;
 - e. based upon or arising out of disbursement of construction fund;
 - f. based upon or arising out of loans by the **Insured** or any servicing loans by the **Insured**;
 - g. based upon or arising out of notarized certification or acknowledgement of a signature without the physical appearance at the time of said notarization before such notary public as insured hereunder, or the person who is or claims to be the person signing said instrument;

- h. based upon or arising out of the Real Estate Settlement Procedures Act (RESPA) or any similar state or local legislation;
- i. arising out of or alleging payment in connection with building constructions without prior receipt of an architect's certificate, where such certificate is required as a condition of payment;
- j. arising out of or alleging having made a payment without prior receipt of appropriate waivers or release of lien from the subcontractors involved, where work or materials have been supplied by subcontractors;
- k. arising out of or alleging faulty workmanship or defective materials or breaches of contract on the part of contractors or subcontractors;
- l. arising out of or alleging making a payment without prior receipt of appropriate waivers or releases of lien from the general contractor; or
- m. arising out of any willful or intentional failure on the part of any **Insured** to comply with escrow instructions or any actual or alleged breach of underwriting authority.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

TRUSTEE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

1. Clause **III. THE INSURED AND THE INSURED ORGANIZATION** is amended to include means any past, present or future trustee of the <Name of Trust> trust.
2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** involving:
 - a. an **Insured** providing investment advice;
 - b. an **Insured** advising as to promising or guaranteeing a future value of any investment, or any rate of return or interest;
 - c. an **Insured's** performance of or failure to perform professional services as a lawyer or accountant; or
 - d. any failure of any investment to perform as expected or desired.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

THIRD PARTY ADMINISTRATOR SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from the performance of or failure to perform any services as a third party administrator, including without limitation any of the following:

<Type of Excluded Service>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

COMMINGLING EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy it is hereby understood and agreed that the coverage under this Insurance shall not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for or arising out of any actual or alleged commingling of or inability or failure to pay, collect, or safeguard funds.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

DELETE INSURING CLAUSE C.

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause **I. INSURING CLAUSES** C is deleted in its entirety.
2. Clause **V. DEFINITIONS** E., H. L., and M. are deleted in their entirety.
3. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from any act, error or omission in the course of providing or managing Computer Systems security by the **Insured** or by any person, including an **Independent Contractor**, for whose act, error or omission the **Insured Organization** is legally responsible.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

DELETE INSURING CLAUSE B.

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause I. **INSURING CLAUSES B.** is deleted in its entirety.
2. The coverage under this Insurance shall not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for or arising out of libel, slander, or any other form of defamation, disparagement or harm to the reputation or character of any persona or organization, or for or arising out of invasion of or interference with a person's right to privacy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MARKET VALUE EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy it is hereby understood and agreed that the coverage under this Insurance shall not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for or arising out of any loss sustained or alleged to have been sustained through the fluctuation in the market value of any security or property, including real property; or

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

FAILURE TO MAINTAIN INSURANCE EXCLUSION

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance shall not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from the advising or requiring of, or failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, either with respect to the **Insured** or any other person or entity;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

PURCHASE OF OPTIONAL EXTENSION PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of an additional premium charged for the **Optional Extension Period**, it is hereby understood and agreed that the Named Insured has invoked the <Number of Months> month **Optional Extension Period** pursuant to Clause X. of this Policy.

The purchase of the **Optional Extension Period** shall not in any way increase the Policy's Limit of Liability set forth in Item 3. of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADDITIONAL DEFENSE LIMITS

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to include the following:

(c) <Additional Defense Limit> Additional Defense Limit.

2. The amount shown in Item 3.(c) of the Declarations shall be the Additional Defense Limit of the Insurer applicable only to **Claims Expenses**, which Limit shall be separate and in addition to the Limit shown in Item 3.(b) of the Declarations. Payment of **Claims Expenses**, shall erode the Additional Defense Limit first and will not erode the Limits shown in Items 3.(a) and 3.(b) until the Additional Defense Limit is exhausted.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Underwriters> Referred to in this endorsement as either the "Underwriters" or the
"Underwriters"

**TWO YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, ANNUAL
INSTALLMENTS)**

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. **"Anniversary Date"** means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. **"Policy Year"** means each annual period within the **Policy Period** from the Inception Date in Item 2 of the Declarations to the **Anniversary Date** or any earlier date of cancellation, and from the **Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. **<Aggregate Limit>** Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. **<Due at Inception>** due as of the Inception Date in Item 2 of the Declarations; and
 - b. **<Due on Anniversary>** due as of the **Anniversary Date**.
4. Item 8.(a). of the Declarations is deleted and replaced with the following:

(a) Premium for Optional Extension Period: **<OEPPercent>** % of the most recent **Policy Year** as set forth in 3.b. of this endorsement.
5. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Underwriters' obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Underwriters' obligations under this Policy shall be completely fulfilled and extinguished. The Underwriters' maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.

6. Clause VI. Limit of Liability C. is deleted and replaced with the following:
- C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the most recent **Policy Year**.
7. Clause X. Optional Extension Period A. and D. are deleted and replaced with the following:
- A. If this Policy is cancelled by the Named Insured or if the Underwriter nonrenews this Policy, then the Named Insured shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the premium shown in Item 3.b. of this endorsement, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriter during the period of time set forth in Item 7.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any negligent act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or nonrenewal.
- D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**THREE YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, ANNUAL
INSTALLMENTS)**

This endorsement modifies insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. **"Anniversary Date"** means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. **"Second Anniversary Date"** means the date which is exactly two years following the Inception Date in Item 2 of the Declaration.
 - c. **"Policy Year"** means each annual period of the **Policy Period** from:
 - i. the Inception Date in Item 2. of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
 - ii. from the **First Anniversary Date** to the **Second Anniversary Date** or any earlier date of cancellation, and
 - iii. from the **Second Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. **<Aggregate Limit>** Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. **<DueInception>** due as of the Inception Date in Item 2 of the Declarations; and
 - b. **<DueAnniversary>** due as of the **First Anniversary Date**.
 - c. **<DueSecondAnniversary>** due as of the **Second Anniversary Date**.
4. Item 8.(a). of the Declarations is deleted and replaced with the following:
 - (a) Premium for Optional Extension Period: **<OEPPercent>** % of the most recent **Policy Year** as set forth in 3.c. of this endorsement.

5. Clause VI. Limit of Liability B. is deleted and replaced with the following:
- B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer's obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Underwriters' obligations under this Policy shall be completely fulfilled and extinguished. The Underwriters' maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.
6. Clause VI. Limit of Liability C. is deleted and replaced with the following:
- C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the most recent **Policy Year**.
7. Clause X. Optional Extension Period A. and D. are deleted and replaced with the following:
- A. If this Policy is cancelled by the Named Insured or if the Underwriters nonrenews this Policy, then the Named Insured shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the premium shown in Item 3.c. of this endorsement, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the period of time set forth in Item 7.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any negligent act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or nonrenewal.
- D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

THREE YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, PREPAID PREMIUM)

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. **"Anniversary Date"** means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. **"Second Anniversary Date"** means the date which is exactly two years following the Inception Date in Item 2 of the Declaration.
 - c. **"Policy Year"** means each annual period of the **Policy Period** from:
 - i. the Inception Date in Item 2 of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
 - ii. from the **First Anniversary Date** to the **Second Anniversary Date** or any earlier date of cancellation, and
 - iii. from the **Second Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. For the purposes of this endorsement, the term "total premium" as used in Item 8.a. of the Declarations and Clause X.A. shall be: \$ **SpcPremium**
3. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. **<Aggregate Limit>** Aggregate for each **Policy Year** – includes **Claims Expenses**.
4. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Underwriters' obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Underwriters' obligations under this Policy shall be completely fulfilled and extinguished. The Underwriters' maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.

5. Clause VI. Limit of Liability C. is deleted and replaced with the following:
- C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the most recent **Policy Year**.
6. Clause X. Optional Extension Period D. is deleted and replaced with the following:
- D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MULTIYEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY)

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. "**Anniversary Date**" means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. "**Policy Year**" means each annual period within the **Policy Period** from the Inception Date in Item 2 of the Declarations to the **Anniversary Date** or any earlier date of cancellation, and from the **Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. **<Aggregate Limit>** Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. **<Due at Inception>** due as of the Inception Date in Item 2 of the Declarations; and
 - b. **<Due on Anniversary>** due as of the **Anniversary Date**.
4. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Underwriters' obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Underwriters' obligations under this Policy shall be completely fulfilled and extinguished. The Underwriters' maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.
5. Clause VI. Limit of Liability C. is deleted and replaced with the following:
 - C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the most recent **Policy Year**.

6. Clause X. Optional Extension Period D. is deleted and replaced with the following:

D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

1. Item 9. Notification under this Policy (a) of the Declarations is amended by adding the following:

(or to any authorized agent of the Underwriters with specific information sufficient to identify the **Named Insured**)
2. **Clause I. INSURING CLAUSES** A. Professional Services Coverage, B. Personal Injury Coverage, and C. Computer Network Security Coverage are amended to add the words "Automatic Extension Period," after the words "**Policy Period**" in the first sentence of each Section.
3. **Clause V. DEFINITIONS** F.3. is amended to add of the following:

Punitive damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.
4. The phrase "**Optional Extension Period**", as it appears in **Clause V. DEFINITIONS** I., **Clause VII. DEDUCTIBLE**, and **CLAUSE IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** shall be deemed to include "Automatic Extension Period".
5. **Clause VI. LIMIT OF LIABILITY** C. is deleted and replaced with the following:

C. The Limit of Liability applicable to the Automatic Extension Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**. However, the Limit of Liability for the **Optional Extension Period** shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty percent (50%) of the Policy's Limit of Liability at the beginning of the **Policy Period**.
6. **Clause IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** is amended to add the following parenthetical after the phrase "through persons named in Item 9.(a) of the Declarations" in Sections A. C. and D. thereof:

(or to any authorized agent of the Underwriters with specific information sufficient to identify the **Named Insured**)
7. **Clause X. OPTIONAL EXTENSION PERIOD** is deleted and replaced with the following:

X. AUTOMATIC AND OPTIONAL EXTENSION PERIOD

A. If the Named Insured or the Underwriters cancel or nonrenew this Policy, then the Named Insured shall have an automatic sixty (60) day extension of the coverage granted by this Policy following the effective date of cancellation or nonrenewal, but only with respect to any negligent act, error or omission committed on or after the

Retroactive Date and before the effective date of cancellation or nonrenewal. This period shall be referred to herein as the "Automatic Extension Period".

- B. If the Underwriters or the Named Insured cancel or nonrenew this Policy, then the Named Insured shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 8.(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the period of time set forth in Item 8.(b) of the Declarations after the end of the Automatic Extension Period, but only with respect to any negligent act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or nonrenewal. The premium for the **Optional Extension Period**, if purchased, shall be based on the rates and rating rules in effect at the inception of the **Policy Period**.
- C. The Underwriters will provide written notice to the Named Insured and its agent advising of the availability of, the premium for, and the importance of purchasing the **Optional Extension Period**.
- D. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within sixty (60) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- E. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- F. The Limit of Liability applicable to the Automatic Extension Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**. The Limit of Liability for the **Optional Extension Period** shall be the greater of the amount of coverage remaining in the expiring Policy aggregate Limit of Liability or fifty percent (50%) of the aggregate Limit of Liability set forth in Item 3.(b) of the Declarations.
- G. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause.

8. Clause **XIV. CANCELLATION/NONRENEWAL** B. is deleted and replaced with the following:

- B. The Underwriters may cancel this Policy by mailing or delivering to the Named Insured and any lienholder or loss payee named in this Policy written notice stating when, not less than twenty (20) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Policy because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering to the Named Insured and any lienholder or loss payee named in this Policy, written notice of cancellation stating when, not less than ten (10) days thereafter such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

Provided, however, if this Policy has been in effect for more than sixty (60) days or after the effective date of a renewal Policy, the Underwriters may only cancel this Policy, as set forth in the preceding paragraph, for any of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining this Policy, continuing this Policy, or in presenting a **Claim** under this Policy;
3. the occurrence of a material change in the risk since this Policy inception date set forth in Item 2. of the Declarations that substantially increases any hazard insured against;
4. nonpayment of membership dues in those cases in which the bylaws, agreements, or other legal instruments of the Underwriters issuing this Policy require payment as a condition of the issuance and maintenance of this Policy; or
5. a material violation of a material provision of this Policy.

9. Clause **XVIII. SUBROGATION** is amended to add the following:

Provided, however, the Underwriters shall have no right to subrogation unless the **Insured** has been fully compensated for its **Damages** and **Claims Expenses** under this Policy.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ARKANSAS ADDENDUM TO DECLARATIONS

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

Item 9. Notification under this Policy (a) of the MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Declarations is amended to add of the following:

(or to any authorized agent of the Underwriters with specific information sufficient to identify the Named Insured)

POLICYHOLDER NOTICE - ARKANSAS

IMPORTANT NOTICE TO ALL ARKANSAS POLICYHOLDERS:

In the event of a complaint, please contact us at:

**Beazley Insurance Company, Inc.
Compliance Department
30 Batterson Park Road
Farmington, CT 06032
Tel: (860) 677-3700
Fax: (860) 679-0247**

If you have been unable to contact or obtain satisfaction from the Insurer, you may contact the Arkansas Insurance Department to obtain information or make a complaint at:

**Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd St.
Little Rock, AR 72201-1904
Telephone: (501) 371-2640 or (800) 852-5494**

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ARKANSAS CONSENT FORM

**INSURED'S WRITTEN CONSENT TO DEFENSE COSTS ERODING THE LIMIT OF LIABILITY AND
BEING APPLIED AGAINST THE RETENTION**

This Consent form applies to insurance provided under the following:

**MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY
INSURANCE POLICY**

The Undersigned, having the authority to and acting on behalf of all **Insureds**, hereby understands, acknowledges and consents to the following:

This Policy provides that **Claims Expenses** reduce and may completely exhaust the applicable Limit(s) of Liability under this Policy. This means that this Policy's Each Claim and Aggregate Limits of Liability will be eroded and may be exhausted completely by **Claims Expenses**.

INSUREDS:

By: _____
Signature of Authorized Individual

Printed Name and Title: _____

<i>SERFF Tracking Number:</i>	<i>BEAZ-125696019</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>BICI0059-AR(F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/BICI0059-AR(F)</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125696019 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0059-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy
Project Name/Number: /BICI0059-AR(F)

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/16/2008

Comments:

Attachment:

AR Form Transmittal Document.pdf

Satisfied -Name: MPL Secure Filing Memorandum **Review Status:** Approved 07/16/2008

Comments:

Filing Memorandum attached below

Attachment:

MPL Secure Filing Memorandum.pdf

Satisfied -Name: cover letter **Review Status:** Approved 07/16/2008

Comments:

Attachment:

AR Letter Forms.pdf

Property & Casualty Transmittal Document

Reset Form

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name					Group NAIC #
N/A					0000
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
Beazley Insurance Company, Inc.	CT	37540	04-2656602		

5. Company Tracking Number	BICI0059-AR(F)
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Renata A. Wright 30 Batterson Park Road, Farmington, CT 06032	Sr. Compliance Analyst	860-677-3737	860-679-0247	renata.wright@beazley.com
7. Signature of authorized filer		Renata Wright		
8. Please print name of authorized filer		Renata A. Wright		

Digitally signed by Renata Wright
DN: cn=Renata Wright, c=US, o=Beazley, ou=Compliance, email=renata.wright@beazley.com
Date: 2008.06.25 10:25:05 -0400

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.1 Other Liability-Claims Made Only
10. Sub-Type of Insurance (Sub-TOI)	17.1019 Professional Errors and Omissions Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	MPL Secure: Miscellaneous Professional and Network Security Liab
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: upon approval Renewal: upon approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	N/A
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # BICI0059-AR(F)

21. Filing Description This area can be used in lieu of a cover letter or filing memorandum and is free-form text

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to introduce our newly developed MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy.

Our new MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy will replace our currently approved Miscellaneous Professional Liability Insurance Program which was previously approved by your Department. This policy continues to provide Errors and Omissions coverage to a broad spectrum of commercial insureds that provide services to a third party. The enclosed Filing Memorandum will highlight the major policy wording changes that were made to our previously approved policy form.

The following documents are attached as part of this filing:

- Required State Forms (if applicable);
- Filing Memorandum
- Sample copies of each form being submitted for approval.

A corresponding Rate filing was submitted to your department under our Filing No. BICI0059-AR (R) which will explain how the rating of this program will be handled.

We propose to implement this filing for all policies upon your earliest review and approval.

View Complete Filing Description

22. Filing Fees Filer must provide the amount and fee amount if applicable for a state requires you to show how you calculated your filing fees. Attach calculation below

Check #: EFT

Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC -1 of

FORM FILING SCHEDULE

(This form must be provided ONL when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	BICI0059-AR(F)			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	BICI0059-AR(R)			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
0	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Declarations	F00057 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
0	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy	F00058 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
0	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Application	F00061 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
0	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy General Liability Supplemental Application	F00062 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy Network Security Supplemental Application	F00063 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
0	Supplemental Application-Reliance on Another Carrier's Application	F00004 092007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
0	Supplemental Application- Reliance on Another Carrier's Application and Applicant's Representations	F00005 092007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
0	Arkansas Addendum to Declarations	A00275AR 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Arkansas Amendatory Endorsement	A00276AR 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
0	Arkansas Consent Form	A00277AR 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	BICI0059-AR(F)			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	BICI0059-AR(R)			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Policyholder Notice- Arkansas	BICMU00011106AR	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Cancellation Endorsement	BICMU05000905	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Add/Delete Endorsement	BICMU05010905	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Reliance on Another Insurance Company's Application	BICMU05021207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Anti-Stacking Endorsement	BICMU05051205	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Policy Number on Declarations Page	BICMU05060106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	War and Civil War Exclusion	BICMU05070406	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Terrorism Exclusion	BICMU05080406	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Nuclear Exclusion	BICMU05090406	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Inconsistency Endorsement	BICMU05100507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		BICI0059-AR(F)		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		BICI0059-AR(R)		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Shared Aggregate Limit of Liability (Multi Year Policies)	BICMU05110607	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Add/Delete Endorsement Without Additional Return Premium	E00303 022008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Mailing Address Endorsement	E00527 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Independent Contractor Endorsement	E00491 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Additional Insured Endorsement	E00492 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amended Retroactive Dates For Excess Limits	E00493 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Copyright Coverage	E00494 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Exclusion For violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call Laws"	E00495 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Financial Consultants Exclusion	E00496 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Forensic Science and Expert Witness Services Endorsement	E00497 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		BICI0059-AR(F)		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		BICI0059-AR(R)		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Future Value Of Investments Exclusion	E00498 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Future Value of Real or Personal Property Exclusion	E00499 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Investment Advisors Exclusion	E00500 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Legal Services Exclusion	E00501 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Medical Malpractice Exclusion	E00502 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Medical Services Exclusion	E00503 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Notary Public Exclusion	E00504 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Optional Extension Period Options	E00506 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Printer's Exclusion	E00507 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Scheduled Claims Exclusion	E00508 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Commingleing Exclusion	E00520 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Delete Insuring Clause C.	E00521 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Delete Insuring Clause B.	E00522 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Market Value Exclusion	E00523 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Failure to Maintain Insurance Exclusion	E00524 052008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Purchase of Optional Extension Period Endorsement	E00575 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Additional Defense Limits	E00598 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	General Liability Coverage Including Fire Legal Liability	E00599 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Two Year Policy Endorsement(Multi Aggregate Limit of Liability, Annual Installments)	E00600 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments)	E00601 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		BICI0059-AR(F)		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		BICI0059-AR(R)		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium)	E00602 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Multiyear Policy Endorsement (Multi Aggregate Limit of Liability)	E00603 062008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONL when making a filing that includes rate-related items such as Rate; Rule; Rate Rule; Reference; Loss Cost; Loss Cost Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
0		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
0		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
0		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

BEAZLEY INSURANCE COMPANY, INC.
MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy
Filing Memorandum

Our newly developed MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy formally known as our Miscellaneous Professional Liability Insurance Program will continue to provide Errors and Omissions coverage to a broad spectrum of commercial insureds that provide services to a third party. This product is a Claims Made and Reported Policy with Claims Expenses included within the Limit of Liability. Listed below under the applicable section of the policy highlights the major changes that we have incorporated into this updated policy:

- Changed the term Insurer to Underwriters throughout the policy
- I. INSURING CLAUSE:
 - (a) Titled the first paragraph to read Professional Services Coverage
 - (b) Added new insuring clause called Personal Injury Coverage
 - (c) Added new insuring clause called Computer Network Security Coverage
- II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS
 - (a) Under Items D. and E. we have expanded coverage when the Underwriter and the Claimant agree to a settlement and the Insured does not
- III. THE INSURED AND THE INSURED ORGANIZATION
 - (a) Added new Item D. which expands the definition of Insured to include lawful spouse
- IV. EXCLUSIONS
 - (a) Under Item B. 1. added a Continuity Date into this section
 - (b) Under Item E. narrowed this exclusion so that it does not apply if a delay or failure to deliver or perform is a consequence of a negligent act, error or omission committed during the course of providing Professional Services if the Insured has made a diligent effort to deliver or perform such Professional Services
 - (c) Under Items F. 1. and 3. clarified that the goods, products or services are the Insured Organization's
 - (d) Eliminated previous exclusion G. which relates to failure to maintain any form of insurance, suretyship or bond
 - (e) Narrowed exclusion G. so that it does not apply to consumer privacy protection laws for Claims under Insuring Clause C
 - (f) Narrowed exclusion H. so that it does not apply to a Claim brought by a governmental entity in its capacity as a customer or client of the Insured
 - (g) Narrowed exclusion P. so that this exclusion shall only apply to the Insured's capacity as an employer

- V. DEFINITIONS
 - (a) Redefined “Claims” to mean a written demand received by any Insured
 - (b) Added definitions for Computer Systems, Malicious Code, Professional Services, Theft of Data and Unauthorized Access
- IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM
 - (a) New reporting requirements added to this section regarding Claims made against any Insured
- X. OPTIONAL EXTENSION PERIOD
 - (a) Broadens the Named Insured’s right to purchase an extension of coverage due to the Named Insured’s decision to nonrenew the Policy
- XV. MERGERS AND ACQUISITIONS
 - (a) Added coverage for 60 days if the Named Insured or any Subsidiary acquires a privately held entity when annual revenues are more than ten percent (10%) of the Named Insured’s total annual revenues
 - (b) Sets forth coverage requirements for other acquired entities

June 27, 2008

Honorable Julie Benafield Bowman, Commissioner
Arkansas Insurance Department
1200 W 3rd Street
Little Rock, AR 72201-1904

RE: Beazley Insurance Company, Inc.
NAIC: Group Code: 0000
Company Code: 37540
FEIN: 04-2656602
MPL Secure: Miscellaneous Professional and Network Security Liability
Insurance Policy
Our Filing No.: BICI0059-AR (F)
Type of Filing: Form

Dear Commissioner Bowman:

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to introduce our newly developed MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy.

Our new MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy will replace our currently approved Miscellaneous Professional Liability Insurance Program which was previously approved by your Department. This policy continues to provide Errors and Omissions coverage to a broad spectrum of commercial insureds that provide services to a third party. The enclosed Filing Memorandum will highlight the major policy wording changes that were made to our previously approved policy form.

The following documents are attached as part of this filing:

- Required State Forms (if applicable);
- Filing Memorandum
- Sample copies of each form being submitted for approval.

A corresponding Rate filing was submitted to your department under our Filing No. BICI0059-AR (R) which will explain how the rating of this program will be handled.

We propose to implement this filing for all policies upon your earliest review and approval. Kindly contact me with any comments/questions or with documentation of the Department's approval of this filing.

Sincerely,

Renata A. Wright
Senior Compliance Analyst
Tel: 866-623-2953 or 860-677-3737
Fax: 860-679-0247
E-Mail: renata.wright@beazley.com
Enclosures

**Beazley Insurance
Company, Inc.**

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Phone (860) 677 3700
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www.beazley.com



SERFF Tracking Number: *BEAZ-125696019* *State:* *Arkansas*
Filing Company: *Beazley Insurance Company, Inc.* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *BICI0059-AR(F)*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions Liability*
Product Name: *MPL Secure: Miscellaneous Professional and Network Security Liability Insurance Policy*
Project Name/Number: */BICI0059-AR(F)*

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	General Liability Coverage Including Fire Legal Liability	06/24/2008	E00599 062008 ed..pdf

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

GENERAL LIABILITY COVERAGE INCLUDING FIRE LEGAL LIABILITY

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause I. Insuring Clauses is amended to include the following:

General Liability Coverage

To pay on behalf of any **Insured**:

Damages and Claims Expenses, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) arising out of **Property Damage, Fire Legal Liability, Personal Injury or Advertising Liability** caused by an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period**.

2. For purposes of this endorsement, the following terms have the following meanings:
 - a. "**Advertising Liability**" means injury arising out of one or more of the following, committed in the course of the **Insured's** advertising activities:
 - i. libel, slander or defamation;
 - ii. infringement of copyright, title, slogan, trade dress, or advertising idea;
 - iii. piracy or idea misappropriation under an implied contract; or
 - iv. invasion of right of privacy.
 - b. "**Aircraft Products**" means any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blue prints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of such products.
 - c. "**Automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **Mobile Equipment**, as hereinafter defined.

- d. **"Fire Legal Liability"** means **Property Damage** to structures or portions thereof rented to or occupied by the Named Insured, including fixtures permanently attached thereto, if such **Property Damage** arises out of fire.
- e. **"Grounding"** means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or conditions in any **Aircraft Product**.
- f. **"Mobile Equipment"** means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:
 - i. not subject to motor vehicle registration;
 - ii. maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining;
 - iii. designed for use principally off public roads; or
 - iv. designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle:
 - A. power cranes, shovels, loaders, diggers and drills;
 - B. concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and on the road construction or repair equipment;
 - C. air-compressors, pumps and generators including spraying, welding and building cleaning equipment; or
 - D. geophysical exploration and well servicing equipment.
- g. **"Named Insured's Products"** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name, including any container thereof (other than a vehicle) but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.
- h. **"Personal Injury"** means:
 - i. **Bodily Injury**;
 - ii. false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
 - iii. libel, slander, defamation of character or invasion of right of privacy, unless arising out of advertising activities; or
 - iv. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
- 3. The coverage under this Endorsement does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

- a. arising out of the rendering of or failure to render Professional Services by any **Insured** or by any person or organization for whose acts or omissions the **Named Insured** is legally responsible;
- b. arising out of **Personal Injury** or **Property Damage** resulting from the use of force expected or intended from the standpoint of the **Insured**;
- c. for liability arising out of **Personal Injury** or **Property Damage** arising out of ownership, maintenance, operation, use, loading or unloading of:
 - i. any **Automobile**, Aircraft or Watercraft owned or operated by or rented or loaned to any **Insured**; or
 - ii. any other **Automobile**, Aircraft or Watercraft operated by any person in the course of his or her employment or volunteer duties for any **Insured**;
- d. arising out of **Personal Injury** or **Property Damage** arising out of:
 - i. the ownership, maintenance, operation, use, loading or unloading of any **Mobile Equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for such contest or activity; or
 - ii. the operation or use of any snowmobile, moped or motorized bicycle, or trailer designed for use therewith;
- e. for **Personal Injury** or **Property Damage** arising out of and in the course of the transportation of **Mobile Equipment** by any **Automobile** owned or operated by or rented or loaned to any **Insured**;
- f. arising out of **Personal Injury**, **Property Damage** or **Advertising Liability** for which the **Insured** or his or her indemnitee may be held liable:
 - i. as a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages; or
 - ii. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
- g. arising out of **Personal Injury** to:
 - i. any employee or volunteer of the **Named Insured** arising out of and in the course of his employment or retention by the **Named Insured**; or
 - ii. the spouse, child, parent, brother or sister of the employee as a consequence of above. This exclusion applies:
 - A. whether the **Insured** may be liable as an employer or in any other capacity; and
 - B. to any obligation to share **Damages** with or repay someone else who must pay **Damages** arising out of such liability;
- h. arising out of **Property Damage** to:

- i. property owned or occupied or rented to the **Insured**;
- ii. property used by the **Insured**; or
- iii. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

provided, that this exclusion h. shall not apply to **Fire Legal Liability**;

- i. arising out of **Property Damage** to premises owned or alienated by the **Named Insured** arising out of such premises or any part thereof;
- j. arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - i. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
 - ii. the failure of the **Named Insured's Products** or work performed by or on behalf of the **Named Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;

but this Exclusion does not apply to loss of use of the other tangible property resulting from the sudden and accidental injury to or destruction of the **Name Insured's Products** or work performed by or on behalf of the **Named Insured** after such products or work have been put to use by any person or organization other than the **Insured**;

- k. arising out of **Property Damage** to the **Named Insured's Products**, or for the cost of inspecting, repairing or replacing any defective or allegedly defective product or part thereof or for loss of use of any defective or allegedly defective product;
- l. arising out of **Property Damage** to work performed by or on behalf of the **Named Insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- m. arising out of the withdrawal, recall, inspection, repair, replacement or loss of life of the **Named Insured's** Products or work completed by or for the **Named Insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- n. arising out of **Aircraft Products**, including, but not limited to, consequential loss of use thereof resulting from **Grounding**;
- o. arising out of **Personal Injury** or **Property Damage** occurring at premises owned or rented by any **Insured**;
- p. relating to **Advertising Liability** arising out of:
 - i. failure of performance of contract; provided, however, that this Exclusion shall not apply to the unauthorized appropriation of ideas based upon alleged breach of an implied contract;

- ii. infringement of patent, trademark, service mark, and trade name, other than titles or slogans by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
 - iii. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.
- 4. Clause IV. Exclusions C. shall not apply to the coverage under this endorsement.
- 5. The Underwriters' maximum aggregate Limit of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims**:
 - a. under this endorsement other than for **Fire Legal Liability**, shall be <sublimit> which amount shall be part of and not in addition to the Limit of Liability shown in Item 3.(b) of the Declarations;
 - b. under this endorsement for **Fire Legal Liability**, shall be <sublimit> which amount shall be part of and not in addition to the Limit of Liability shown in Item 3.(b) of the Declarations.
- 6. The last paragraph of Clause V. Definitions C. "**Claim**" is deleted and replaced with the following:

Multiple **Claims** arising from the same or a series of related or repeated events, happenings, acts, errors or omissions or from any continuing events, happenings, acts, errors or omissions shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative